



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 April 16, 2019

TELECONFERENCE LOCATIONS:

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

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

and number of persons wishing to address the Board.)

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of the Board Minutes for the regular meeting on March 19, 2019.

Recommended Action: Approve the Board Minutes for the regular meeting on March 19, 2019.

Fiscal Impact: None.

B. Board Minutes

Departments: Clerk of the Board

Approval of minutes of the Regular Meeting held on April 2, 2019.

Recommended Action: Approve minutes of the Regular Meeting held on April 2, 2019.

Fiscal Impact: None.

C. In-Home Supportive Services (IHSS) MOU and Rate Change Request

Departments: Social Services

(Kathryn Peterson) - Memorandum of Understanding Between the IHSS Nonprofit Consortium (Community Service Solutions) and the United Domestic Workers of America, and submission of a PA/NPC rate change request.

Recommended Action: 1. Approve negotiated wage provisions of a Memorandum of Understanding (MOU) between the In-Home Supportive Services Nonprofit Consortium (Community Service Solutions) and The United Domestic Workers of America (UDWA), 2. Approve the Public Authority/Non-Profit Consortium (PA/NPC) Rate Change Request for submission to the California Department of Social Services.

Fiscal Impact: There is no budget adjustment requested for wages, as they are paid directly by the State to the IHSS workers. There will be a one-time adjustment to the annual County maintenance of effort (MOE) which will be paid for with Social Services realignment funds. The Department of Social Service's FY 2018-19 adopted budget includes sufficient appropriation authority for the rate increase described in this agenda item. No additional County General Funds are requested.

D. Letter of Support for Assembly Bill 10

Departments: Board of Supervisors

(John Peters) - This letter of support for AB 10, to Assembly Member Chiu, brings forward an Assembly Bill to increase the amount of state Low-Income Housing Tax Credit allocations by an additional \$500 million annually.

Recommended Action: Approve letter.

Fiscal Impact: None.

E. Letter of Support for Assembly Constitutional Amendment 1

Departments: Board of Supervisors

(John Peters) - Assembly Constitutional Amendment 1 will reduce the voter threshold for approval of the imposition of a special tax by a local government that previously required approval of 2/3rd of voters to 55 percent. The taxes would help fund the construction, rehabilitation, or replacement of public infrastructure and affordable / permanent supportive housing projects. The California State Association of Counties has asked county Boards to send letters of support of ACA1 to the author of the bill, Assembly Member Aguiar-Curry.

Recommended Action: Approve letter. Provide direction to staff, if necessary.

Fiscal Impact: None.

F. Letter of Support for Legislation re: State Funds to Augment County Public Administrators/Public Guardians/Public Conservators

Departments: Social Services

(Kathryn Peterson) - Letter of support for a new budget proposal to provide \$68 million in State General Fund to counties to augment staffing and workload for County Public Administrators/Public Guardians/Public Conservators.

Recommended Action: Approve Letter of Support and authorize Board Chair to sign.

Fiscal Impact: None at this time.

G. Mono Arts Council - California Arts Council's State-Local Partnership Program

Departments: Board of Supervisors

The State-Local Partnership program provides general operating support and technical assistance for county-designated local arts agencies. The purpose of the SLP program is to foster cultural development on the local level through a partnership between the State and the counties of California.

Recommended Action: Approve resolution R19-____, Naming Mono Arts Council as Mono County's State-Local Partner for the California Arts Council's State-Local Partnership Program.

Fiscal Impact: None.

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. State Water Resources Control Board Notice of Petitions for Temporary Urgency Change of the City of Los Angeles, Department of Water and Power

California State Water Resources Control Board notice of petitions for temporary urgency change for licenses 10191 and 10192 (applications 8042 and 8043) of the City of Los Angeles, Department of Water and Power for Rush Creek, Lee Vining Creek, Parker Creek, and Walker Creek.

7. REGULAR AGENDA - MORNING

A. Civic Center Update

Departments: Public Works

30 minutes (20 minute presentation, 10 minute discussion)

(Tony Dublino, Director of Public Works) - Update on the current status of the Mono County Civic Center project to be located on Sierra Park Road in Mammoth Lakes.

Recommended Action: Informational only. Provide direction to staff, if needed.

Fiscal Impact: None.

B. Eastern Sierra Sustainable Recreation Partnership Update

Departments: Public Works

15 minutes

(Matthew Paruolo, Eastern Sierra Sustainable Recreation Coordinator) - Brief update on the activities of the Eastern Sierra Sustainable Recreation Coordinator.

Recommended Action: None, informational only.

Fiscal Impact: None.

C. Transfer of Surplus Vehicle to Mammoth Lakes Recreation

Departments: Public Works

5 minutes

(Tony Dublino) - Request for Board findings and authorization to transfer a surplus vehicle (Jeep Liberty) to Mammoth Lakes Recreation in support of the Eastern Sierra Sustainable Recreation Coordinator efforts.

Recommended Action: 1. Approve transfer of 2003 Jeep Liberty Sport 4x4 to Mammoth Lakes Recreation and make findings that such transfer serves the public purpose due to the need for a vehicle to carry out the County's interests with the position, and the willingness of the Town of Mammoth Lakes to offset a significant portion of the vehicle's cost. 2. Authorize the Public Works Director to prepare, process, and execute applicable documents on behalf of Mono County to transfer ownership of Unit #0942, VIN#IJ4GL48K03W684398 to Mammoth Lakes Recreation.

Fiscal Impact: None expected. The reduction in the County's share of incidental costs is expected to offset any revenue that may be obtained at auction.

D. Compensation Study Results and Proposed Salary Adjustments for At-Will Employees

Departments: CAO; Human Resources

2 hours

(Leslie Chapman, Dave Butters) - Presentation regarding the Compensation Study methodology and results, along with a request to renew or amend specified contracts for At-Will employees based on results of the study.

Recommended Action:

1. Conduct workshop regarding process, methodology and results of the countywide compensation study.
2. Announce the fiscal impact for each proposed contract and contract amendment as listed in Attachment C.
3. Adopt Resolutions approving employment contracts with Nate Greenberg as IT Director, Janet Dutcher as Finance Director, Gerald Frank as Assistant Finance Director - Treasurer/Tax Collector, Stephanie Butters as Assistant Finance Director - Auditor/Controller, David Butters as Human Resources Director and Jeff Simpson as Economic Development Manager. Authorize the Board Chair to execute said contracts on behalf of the County.
4. Approve amendments to the employment agreements of Tony Dublino, Robin Roberts, Wendy Sugimura, Stacey Simon, Karin Humiston, Sandra Pearce, Kathy Peterson, Chris Mokracek, Shannon Kendall, Alicia Vennos, Joe Blanchard, Jacob Sloane and Helen Nunn which implement revisions to compensation to reflect the results of the compensation study. Authorize the Board Chair to execute said contract amendments on behalf of the County.

Fiscal Impact: The impact of these salary equity adjustments is \$163,824 to the General Fund and \$63,160 to Non-General Fund departments. This represents a 4.6% overall increase in At-Will contract expenditures and 5% is included in the current budget and in the 2019-20 budget request.

E. 2020 5-Year Road Capital Improvement Project and SB 1 Project List

Departments: Public Works

1 hour (30 minutes presentation, 30 minutes discussion)

(Garrett Higerd) - Review 5-Year Road CIP with updated funding estimates. Provide direction on project priorities and timing. Adopt a Road Maintenance and Rehabilitation Account (RMRA) Project List, meeting requirements to receive SB1 funding.

Recommended Action: Approve Resolution R19-___, Adopting a list of County transportation projects to receive funding in FY 2019-2020 pursuant to SB 1: The Road Repair and Accountability Act of 2017 (SB1).

Fiscal Impact: The County is estimated to receive approximately \$1,658,818 in SB1 funds for FY 2019-2020 projects from SB1's Road Maintenance and Rehabilitation Account (RMRA). The list of projects presented today will be included in the upcoming County budget process.

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 EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer (CAO).

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.

D. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *The People of the State of California, Mono County et al. v. Los Angeles Department of Water and Power et al.*, Mono County Superior Case No. 10088.

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 PM

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. REGULAR AGENDA - AFTERNOON

A. Mono-Madera County Boundary Adjustment Update & Direction

Departments: CAO

45 minutes

(Kevin Carunchio) - Mono-Madera County Boundary Adjustment Update & Direction.

Recommended Action: 1. Receive an update from staff regarding status of discussions with Madera County officials regarding adjustments to the counties' common boundary line and other means to address public safety concerns and other public services in the Reds Meadow/Middle Fork San Joaquin River area of Madera County. 2. Consider request from Madera County to develop an updated Memorandum of Understanding (MOU) to address public safety concerns and other public services in the Reds Meadow/Middle Fork San Joaquin River area of Madera County. 3. Request and receive input from local partners about the public services they currently provide in the Reds Meadow/Middle Fork San Joaquin River area of Madera County, and what issues these entities would like to see addressed as topics in any new, comprehensive MOU 4. Provide direction to staff regarding suspending work on the County Boundary adjustment proposal and devoting resources to developing an updated MOU, as requested by Madera County. 5. Consider sending letter to the Madera County Board of Supervisors communicating Mono County's position and authorize the Board Chair to sign.

Fiscal Impact: None. However, proceeding to undertake the development and

execution of an updated and comprehensive MOU for public services in the Reds Meadow/Middle Fork San Joaquin River area of Madera County – a proposition that is recommended below – is expected to require the County and other local entities to devote significant time and resources to the effort.

B. Agreement for Interim County Administrative Officer

Departments: County Counsel

10 minutes

(Stacey Simon) - Proposed resolution approving a contract with David Wilbrecht as Interim County Administrative Officer and prescribing the compensation, appointment and conditions of said interim employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution #R19-____, Approving a contract with David Wilbrecht as Interim County Administrative Officer and prescribing the compensation, appointment and conditions of said interim employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost of this contract is \$3,623 per week, which includes salary of \$3,334 and employer taxes of \$289. As the temporary employment of a CalPERS retiree incurs no benefits, there is a cost saving to the County of \$677 per week until the permanent CAO is hired.

12. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2019

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the Board Minutes for the regular meeting on March 19, 2019.

RECOMMENDED ACTION:

Approve the Board Minutes for the regular meeting on March 19, 2019.

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 |
| 3-19-19 Draft Minutes |

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 4/11/2019 9:10 AM | County Administrative Office | Yes |
| 4/9/2019 4:17 PM | County Counsel | Yes |
| 4/11/2019 1:27 PM | Finance | Yes |



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

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

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

**Regular Meeting
March 19, 2019**

| | |
|----------------------|--------------------------|
| Flash Drive | None |
| Minute Orders | M19-54 – M19-57 |
| Resolutions | R19-11 – R19-14 |
| Ordinance | ORD19-02 Not Used |

9:05 AM Meeting called to order by Chair Peters.
Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.
Supervisors Absent: None.

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

Pledge of Allegiance led by Supervisor Corless

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Pam Bold, Executive Director High Sierra Energy Foundation:

- Supports the Electrical Vehicle (EV) charging station at Hess Park.
- SCE program for multi-family structures to install infrastructure for EVs and provide a rebate. There is a tight time frame for outreach of 100 days ending in mid-May. She will be focusing on the Mammoth Lakes area, but if there are any qualifying properties that the Board knows of, please connect them to her. People should do this sooner than later.
- Can be contacted at Bold@highsierraenergy.org or the website <https://www.highsierraenergy.org/>.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

Note:

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

Leslie Chapman, CAO:

- Strategic plan. On Friday, there was a staff workshop to flush out some things learned at the Board Governance workshop. Thought the afternoon session of the Board Governance Workshop was very productive.
- Becky facilitated a meeting about the census.
- County line adjustment meeting.
- Having a lot of meetings with department heads, moving forward on MCPE negotiations, contract negotiations. Going well so far.

4. DEPARTMENT/COMMISSION REPORTS

Alicia Vennos, Economic Development Director:

- California Department of Fish and Wildlife is proposing new fishing regulations, which will impact Mono County.
- Trying to do three things: simplify fishing regulations across the state; protect spawning areas; and, increase interest in fishing year-round.
- Comment period – no deadline, can be done online and through a series of meetings. This will be also discussed at the Mono County Fish and Wildlife Commission meeting 4/3 at June Lake and at the Mono County Economic Development, Film, and Tourism the last Tuesday of April.

Becky Buccowich, CAO Administrative Assistant:

- Census meeting from last week.

Jennifer Esparza, Integrated Case Worker Supervisor:

- Cal Fresh benefits.
- Mono County has 96 people who can benefit from the service.
- Supervisor Stump: recommends posting in addition to the Website including community centers and post offices.
- Supervisor Corless: if there is a need for further outreach, we should agendize for further discussion.

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. FY 2017 - 22 Public Health Emergency Preparedness Program Standard Agreement Amendment #17-10173 A01

Departments: Health Department

Agreement amendment #17-10173 A01 with the California Department of Public Health.

Action: Approve County entry into the Public Health Emergency Preparedness Program Standard Agreement Amendment #17-10173 A01 and authorize the Public Health Director's signature to execute said amendment on behalf of the County. Additionally, provide authorization for the Public Health Director to sign future amendments for Agreement #17-10173 that shift funds between budget categories without changing the grant allocation.

Note:

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Halferty moved; Gardner seconded
Vote: 5 yes; 0 no
M19-54

B. FY 2018-2019 Homeland Security Grant Program (HSGP)

Departments: Sheriff

The California Emergency Management Agency has requested a governing body resolution for participation in the Homeland Security Grant. The HSGP supports efforts to build and sustain core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Action: Approve Resolution 19-11, Authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Homeland Security Grant Program (HSGP) for Fiscal Year 2018-2019.

Halferty moved; Gardner seconded
Vote: 5 yes; 0 no
R19-11

C. FY 2019-2020 Homeland Security Grant Program (HSGP)

Departments: Sheriff

The California Emergency Management Agency has requested a governing body resolution for participation in the Homeland Security Grant. The HSGP supports efforts to build and sustain core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Action: Approve Resolution 19-12, Authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Homeland Security Grant Program (HSGP) for Fiscal Year 2019-2020.

Halferty moved; Gardner seconded
Vote: 5 yes; 0 no
R19-12

D. Letter of Support for AB 402 - Optional Local Primacy Agency (LPA) Fund Stabilization

Departments: Health

(Louis Molina) - Request the Board of Supervisors to submit a letter of support for AB 402 which, if passed, would provide a mechanism to fund staffing and regulatory oversight for Mono County's LPA program.

Action: Approve BOS support letter for AB 402 - Optional LPA Fund Stabilization.

Halferty moved; Gardner seconded

Vote: 5 yes; 0 no

M19-55

E. MOU with Mono County Paramedic Fire Rescue Association and Related Personnel Rules Amendments

Departments: Human Resources

Proposed resolutions adopting and approving Memorandum of Understanding between the County and Mono County Paramedic Fire Rescue Association (MCPFRA) for the years 2019-2021 and adopting and approving amendments to Mono County Personnel Rules 290 (leave of absence due to death in the family), 300 (critical illness leave) and 330 (miscellaneous leave), as applicable to the MCPFRA.

Action: Adopt proposed resolution R19-13, Approving Memorandum of Understanding with the Mono County Paramedic Fire Rescue Association.

Gardner moved; Halferty seconded

Vote: 5 yes; 0 no

R19-13

Adopt proposed resolution R19-14, Amending Mono County Paramedic Fire Rescue Association Personnel Rules 290, 300, and 330.

Gardner moved; Halferty seconded

Vote: 5 yes; 0 no

R19-14

Dave Butters, Human Resources Director:

- Introduced item. Noted that there was a change.

Stacey Simon, County Counsel:

- Read changes into record. Article 25 on page 16 (available in additional documents).

6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

A. Hess Park Electric Vehicle Car Charger Demonstration Project at the Pioneer Solar Pavilion in Lee Vining

Departments: 350 MONO Climate Action, Mono Basin Historical Society, Electric Auto Association of California, Adopt a Charger

Note:

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

(Janet Carle, Lynn Boulton, Don Condon) - Seeking approval for installation of a Level 2 electric vehicle car charger at Hess Park in Lee Vining, powered by the Pioneer Solar Pavilion.

Action: Support the installation of an electric vehicle car charger at the Solar Pavilion in Hess Park as a 2-year demonstration project at no cost to the County.

Janet Carle, 350 MONO Climate Action:

- Introduced the item.

Don Condon, Eastern Sierra Electric Vehicle Association (ESEVA):

- Discussed the difference in charging systems.

Lynn Bolton, Mono Basin Historical Society

Supervisor Stump:

- This will be on the net metering system, so there is an annual reconciliation (billing).
- Will anyone clear the snow from the panels?

Wendy Sugimura, Mono Basin RPAC:

- Consensus on a letter drafted in support of the Park Charging station (available in additional documents).

Tony Dublino, Public Works Director:

- Project has been submitted and reviewed by project review committee. Seems like a viable project.
- Is Board okay with would-be competition to a business?
- Question of subsidy – sounds like it can be dealt with.
- Is it appropriate for a community park to be used for these purposes?

Supervisor Gardner:

- This project is in his district - supports this.

B. Short-Term Rental (STR) Activity Permit 19-001/Fettes

Departments: Community Development - Planning

(Kelly Karl) - Public hearing regarding Short-Term Rental (STR) Activity Permit 19-001/Fettes, an owner-occupied (Type I) short-term rental use in a detached one-bedroom accessory dwelling unit at 149 Mountain View Lane (APN 016-152-009) in June Lake, with a maximum occupancy of two persons and two vehicles.

Action: 1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption 2. Approve STR Activity Permit 19-001 subject to the required findings and conditions as recommended.

Corless moved; Stump seconded

Vote: 1 yes; 0 no; 1 abstain

M19-56

Break: 10:03 AM

Reconvene: 10:12 AM

Note:

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Supervisor Gardner:

- Needs to recuse himself. Within 500 feet of his wife's family has a vacation home.
- Left meeting at 10:13 AM.

Public Hearing Opened: 10:13 AM

Wendy Sugimura, Community Development Director:

- Introduced item.
- Comment letter (available in additional documents).

Kelly Karl, Community Development:

- Went through presentation.

Closed Public Hearing: 10:30 AM

Supervisor Gardner returned to the meeting.

C. Sustainable Recreation Update

Departments: Public Works

(Matthew Paruolo) - Presentation by Matthew Paruolo, Eastern Sierra Sustainable Recreation Coordinator, on efforts relating to the Eastern Sierra Recreation Partnership, with discussion of tentative work plans for 2019.

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

Tony Dublino, Public Works Director:

- Introduced item.

Matt Paruolo, Eastern Sierra Sustainable Recreation Coordinator:

- Went through staff report (updated version in additional documents).
- Weekly updates each Wednesday afternoon with Tony and Joel.
- Met with Gerry LeFrancois as contact for LTC.
- Administratively resides under Mammoth Lakes Recreation.

Supervisor Peters:

- Recognized Councilmember Wentworth's effort towards the formation of this partnership.

Break: 11:01 AM

Reconvene: 11:10 AM

D. Mutual Aid Agreement Among Mono County, Antelope Valley, Bridgeport, Lee Vining, Mono City, June Lake, Mammoth Lakes, Long Valley, Paradise, Wheeler Crest, White Mountain, and Chalfant Valley Fire Protection Districts

Departments: EMS, Sheriff, IT

(Chris Mokracek, EMS Chief) - The purpose of the Agreement is to specify the manner and means by which each of the Parties will provide fire prevention,

Note:

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

detection and suppression and/or emergency services resources and/or assistance to each other.

Action: Approve County entry into Mutual Aid Agreement with the 11 County Fire Protection Districts.

Stump moved; Gardner seconded

Vote: 5 yes; 0 no

M19-57

Chief Mokracek, Emergency Medical Services Chief:

- Introduced item.
- This provides for the reciprocal realization of resources. Together, a single emergency response can be provided in Mono County. Won't see a lot of difference in the way things work.

Fire Chiefs spoke of their support: Frank Frievalt, Mammoth Lakes Fire Protection District, Mono County Chiefs Association; Vince Maniaci, Long Valley Fire; Dave Doonan, White Mountain Fire

Moved to Item 10.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

9. CLOSED SESSION at 11:36 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 - Performance Evaluation, County Counsel

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

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: 1. Facts and circumstances: Mono County Emergency Response within Madera County.

D. Closed Session - Public Employment

Note:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer (CAO).

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

Reconvene: 1:07 PM

Nothing to report out of Closed Session

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. REGULAR AGENDA - AFTERNOON

A. Transition Planning and Recruitment for County Administrative Office

Departments: Board of Supervisors

(Stacey Simon) - Transition planning and recruitment to fill vacanc(ies) in the County Administrative Office in light of the recently-announced departure of current CAO Leslie Chapman.

Action: Discuss options and provide direction to staff regarding processes for addressing the upcoming vacancy in the office of the County Administrator including, but not limited to: recruitment, use of consultants/search firms to identify candidates, interim staffing and Board member involvement.

Stacey Simon, County Counsel:

- County Counsel handles recruitment for CAO. Because is the only other employee that reports directly to the Board.
- Mostly just a vehicle to try to get to what the Board would like to see. Working with relevant stakeholders and staff.
- Just learned last week that CAO Chapman is leaving last week.
- For the full time Retain a professional recruiting firm to perform a nationwide executive search. Would like my office to get proposals from various firms.
- Interim – preference is to look for an external person to serve in the role. Networks of experienced people to fill the vacancies.
- Official statement will be put out both internally and externally.

12. BOARD MEMBER REPORTS

Supervisor Corless:

- RCRC Board Meeting Weds. 2/13 (see attachment for more details avail in add docs)
- Board voted to have RCRC support gubernatorial appointees,
- Also voted yes to RCRC participation in CPUC wildfire mitigation proceedings
- Presentation by Ashlie Bryant 3 Strands Global: RCRC provided prevention funding, development of statewide, scalable program to educate about/prevent human trafficking that has been implemented in Mono County schools.

Note:

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

- PACE program update—can use this program to fund fire hardening upgrades to homes
- Ec Dev update (Barbara)— Meeting w/USDA state director Kim Vann, member county project survey follow-up
- Thursday, 3/14 - Met with Charlotte Lang and Vickie Beardsley of the Mono Lake Kuzidika tribe, to talk about ways the county can support/work with them.
- Judged County spelling bee—congrats to Summer Furness/Mammoth Middle School (middle) and Gerrit Veenker of Lee Vining Elementary(elementary)
- Monday, 3/18 - Thanks to all participants for governance workshop to Megg especially for lovely refreshments.

Supervisor Gardner:

- On March 13 I attended the Mono basin RPAC meeting in Lee Vining. We discussed several issues, including the proposed car charger project presented today, updates on opening dates for the Tioga Road, dispersed camping on Utility Road, and activities of the Mono Basin Fire Safe Council.
- On March 14 I attended with Supervisor Stump the Board meeting of the Owens Valley Groundwater Authority in Bishop. This was my first meeting as an alternate for the Board. I defer to Supervisor Stump for more details on the meeting.
- Thanks again to Leslie Chapman, Bill Chiat, and others involved with our Board Workshop yesterday. I found the day very useful and appreciated the time and energy all participants devoted to improving how we work together to serve our residents in Mono County.

Supervisor Halferty:

- On March 12th I participated in a webinar hosted by HCD on the CDBG Draft Program Guidelines. The comment period closes March 29th. Mono County and all jurisdictions in the Eastern Sierra compete for CDBG funding through the State since we are all non-entitlement jurisdictions. These changes will impact our accessing these funds.
- March 13th, I participated in the Census Meeting
- On March 15th, I met with CDD staff to discuss a few comments on possible additions to the draft element that reflect the board and staff comments from our review of the draft at our March 12th Board meeting
- Yesterday, March 18th I participated in the Board Governance workshop and strategic planning meeting with County staff leaders.

Supervisor Peters:

- 12th NMCC
- 14th Law Library Board of Trustees
- 15th Yotelpad Open House - Mixed use Condominium/Hotel/retail space
- 16th CERT St Patricks Day Fundraiser
- 18th Governance Workshop Bill Chiat
- Fishing Regulations
- Upcoming: CSAC Regional Meeting on Homelessness & Housing

Supervisor Stump:

- 3-14: Attended the Owens Valley Groundwater Authority - Thank you to Supervisor Gardner for also attending.
- 3-18: Attended the Board Governance Workshop.

Moved to item 8.

ADJOURNED at 1:15 PM

Note:

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

ATTEST

**JOHN PETERS
CHAIR OF THE BOARD**

**SCHEEREN DEDMAN
SR. DEPUTY CLERK OF THE BOARD**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2019

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of minutes of the Regular Meeting held on April 2, 2019.

RECOMMENDED ACTION:

Approve minutes of the Regular Meeting held on April 2, 2019.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--------------------------------------|
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| 4-2-19 Draft Minutes |

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 4/11/2019 9:17 AM | County Administrative Office | Yes |
| 4/11/2019 9:33 AM | County Counsel | Yes |
| 4/11/2019 2:26 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
April 2, 2019**

| | |
|----------------------|----------------------------|
| Flash Drive | Board Room Recorder |
| Minute Orders | M19-58 – M19-67 |
| Resolutions | R19-15 |
| Ordinance | ORD19-02 Not Used |

9:02 AM Meeting called to order by Chair Peters.
Supervisors Present: Corless, Gardner, Halferty, and Peters.
Supervisors Absent: Stump.

Supervisor Gardner attended the meeting via teleconference.

All votes were performed by Roll Call.

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

Pledge of Allegiance led by Supervisor Peters.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS

A. Sexual Assault Awareness and Child Abuse Prevention Month

Departments: Clerk of the Board

(Matthew O'Connor, Wild Iris; Michelle Raust, Social Services) - April is nationally recognized as Sexual Assault Awareness Month and Child Abuse Prevention Month. Wild Iris is asking for county-wide participation to prevent sexual violence and child abuse and is asking the Board of Supervisors to

Note:

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approve official proclamations to recognize April as Sexual Assault Awareness Month and Child Abuse Prevention Month. This is a recurring item, requested by Wild Iris every year.

Action: Approve proclamation to recognize April as Sexual Assault Awareness Month.

Corless moved; Halferty seconded

Vote: 4 yes; 0 no; 1 absent

M19-58

Action: Approve proclamation to recognize April as Child Abuse Prevention Month.

Halferty moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent

M19-59

Matthew O'Conner:

- Gave brief introduction with history on Wild Iris.
- Read proclamations into record.

Michelle Raust:

- Read part of proclamation into record.
- Spoke about statewide efforts to bring awareness to these issues.

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Leslie Chapman:

- Absent.

4. DEPARTMENT/COMMISSION REPORTS

Joe Blanchard:

Discussion about power outage on March 22nd:

- Gave a brief report on what happened; there was an issue with the generator.
- Commended members of Public Works for their work and dedication during this disaster.

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of minutes from the Regular meeting on March 8, 2019.

Action: Approve the minutes of the Regular meeting on March 8, 2019, as amended.

Halferty moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent

M19-60

Note:

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Pulled by Supervisor Halferty:

- On page 3 of draft minutes, under Janet Dutcher's comment, the word "Investment" is spelled incorrectly. Directed Clerk to fix this for final minutes.

B. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on March 12, 2019.

Action: Approve the minutes of the Regular Meeting held on March 12, 2019.

Halferty moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent

M19-61

C. Board Minutes

Approve minutes of the Special Meeting held on March 18, 2019.

Action: Approve the minutes of the Special Meeting held on March 18, 2019.

Halferty moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent

M19-62

D. Megabyte Online Business Property Filing (OBPF)

Proposed amendment to contract with Megabyte Systems pertaining to Online Business Property Filing system which is an add-on to the Megabyte system that enables property owners to file their business property statements online.

Action: Approve County entry into proposed amendment and authorize Chair to execute said contract on behalf of the County.

Halferty moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent

M19-63

E. Deputy Sheriffs' Association Agreement and Second Amendment to MOU

Departments: Human Resources

Proposed resolution adopting and approving agreement and second amendment to the Mono County Deputy Sheriffs' Association Memorandum of Understanding in order to reinstate the 401(a) deferred compensation plan for classifications represented by the Association and eliminate the provision of an ICMA VantageCare plan.

Action: Adopt proposed resolution R19-15, Approving the agreement and second amendment to the Mono County Deputy Sheriffs' Association Memorandum of Understanding in order to reinstate the 401(a) deferred compensation plan for classifications represented by the Association and eliminate the provision of an ICMA VantageCare plan.

Halferty moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent

R19-15

Note:

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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. United States Fish and Wildlife (USFW) Notice of Proposed Rule to Remove the Gray Wolf from the List of Endangered and Threatened Wildlife and Comment Period

A notice from USFW that on March 15, 2019, it published a proposed rule to remove the gray wolf from the List of Endangered and Threatened Wildlife. This opened a 60-day comment period, which will close on May 14, 2019.

B. California Department of Fish and Wildlife Draft Environmental Document Bighorn Sheep Hunting

The California Department of Fish and Wildlife has prepared a draft environmental document pursuant to the California Environmental Quality Act regarding Nelson Bighorn Sheep Hunting in California.

C. California Department of Fish and Wildlife Draft Environmental Supplemental Document Regarding Elk Hunting

The California Department of Fish and Wildlife has prepared a draft environmental supplemental document pursuant to the California Environmental Quality Act regarding Elk Hunting in California.

D. Proposed Decision Authorizing Liberty Utilities to Recover Costs Recorded in the Catastrophic Event Memorandum Account Related to 2017 Winter Storms

An alert from Charles Mason of the California Public Utilities Commission to affected communities, including Coleville, Walker, and Topaz Lake, of a proposed decision authorizing Liberty Utilities to recover costs related to 2017 winter storms. Opening comments are due no later than March 28, 2019 and reply comments are due 5 days after the last day for filing opening comments (April 2, 2019).

The Board acknowledged receipt of the correspondence.

7. REGULAR AGENDA - MORNING

A. Discussion of Phone, Internet, and Power Outage (March 22-24)

Departments: Board of Supervisors

(Sheriff Braun, Nate Greenberg) - A discussion of the phone, Internet, and power outage (including 911 service) that occurred from 3/22 - 3/24/2019 throughout Mono and Inyo Counties, as far south as Ridgecrest. Discussion to

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include cause(s), response and any follow-up actions the County could take or support others in taking to prevent such outages in the future.

Action: None.

Nate Greenberg, Director of IT:

- Gave introduction and some technical background on what happened.
- Explained his discussions with Frontier.
- Attributed to some burnt fibers; took a while to find exact location of outage.
- Slightly different than outages in the past: regional router, affected SS7.
- Digital 395 redundancy should help with this type of thing in the future.
- Brief discussion about 911. Hopefully solved by recognizing additional route redundancy.
- Nate will work on correspondence for Board approval.
- Worth celebrating as an organization, including Town, that we remained “up”. Due to a lot of work that Kirk has done with phone replacement. We need to continue to focus on internal solutions regardless of outside agencies that we have no control over.
- On Radio side, he’s due to give an update. Also, on 4/16, he will be before the board to discuss Joint Powers Authority (with Fire Dept and MLPD) for radio system overhaul.
- Public facing end of this: relates to broadband and need to get information out.

Sheriff Braun:

- Gave information from a dispatch perspective. Explained that business line was available and tried to inform as many as they could.
- 911 down in both Mono and Inyo for about 15,000 square miles.
- In a larger area, you’d hear about it. Here, we don’t.
- This was a horrifying situation; while we were lucky nothing horrible happened, very concerning that 911 was out.
- Text to 911 could potentially work and be a gamechanger to getting resources out.
- Formalizing all conversations with letters informing that this happened.
- Will try to get number of calls handled through business lines.
- We absolutely need to have protocols in place.

Supervisor’s Comments:

Supervisor Halferty:

- Asked for clarification on Ethernet project. Still concerned about landline issue with 911.

Supervisor Gardner:

- Appreciates detail and looks forward to less outages in the future.

Supervisor Peters:

- While in Walker with power out, Deputy Custer (knowing 911 was out), used cell phone to reach Sheriff’s Department.
- Redundancy – could this 911 service be some type of out-of-the-region service?

Supervisor Corless:

- Should we have county follow up? Raise awareness?
- In addition to letter, and counsel, we should have a presentation to outline protocol to address Chief Davis’ concerns, etc. (not just town/county department heads but public, outward facing).
- It would be good to do a board item to refresh on protocols and processes.
- What about use of Code Red?

Supervisor Peters:

- Asked Nate to work on some correspondence/communication with pertinent entities.

Supervisor Gardner:

- Agreed we need to contact State Legislators. We need to make clear that additional revenues would have helped this and request support in the future.
- Asked about number of calls that were handled through business lines?

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Public Comment:

Chief Al Davis (Mammoth Police Dept):

- Concerned that it took a long time for Department heads to receive information; not the patrol guys' responsibility to figure out what to do.
- Need to work on better future communication at the top of the organizations.

Alex (MLFPD):

- Made it through this incident relatively unscathed, we were lucky.
- There is going to have to be a commitment of resources throughout the county to improve communications. Thinks letter is a great idea.

Briefing on Power Outage in Walker on Friday 3/21

Supervisor Peters:

- Gave overview/information about power outage that occurred in Walker which was very damaging.
- Planned power outage in Walker went wrong; redundancy didn't work
- Regular update calls were being done; CAO was at community center working with CERT team (prior to leaving for vacation).
- Liberty, local CERT team, Social Services and Public Works were among the agencies that helped make a seamless emergency center. It was critical for the people to get power. This was a great community effort.
- This was a success from a standpoint of how far we've come.
- Town Hall meeting at AVFD at 6:00 p.m.

BREAK: 10:17 A.M.

RECONVENE: 10:29 A.M.

B. Appointment of New Member to Tri-Valley Groundwater Management District

Departments: County Counsel

(Jason Canger) - Appoint Ms. Geri Bassett of Bishop, California to fill the current vacancy on the Board of Directors of the Mono County Tri-Valley Groundwater Management District created by the enactment of SB 1084 (Berryhill) pursuant to the recommendation made by the Board of Directors at its March 27, 2019 meeting.

Action: Appoint Ms. Geri Bassett to the Board of Directors of the Mono County Tri-Valley Groundwater Management District.

Halferty moved; Corless seconded

Vote: 4 yes. 0 no; 1 absent

M19-64

Jason Canger, Deputy County Counsel:

- Introduced and gave history about district and item.
- Explained the make-up of board. Last year, the district (in conjunction with county counsel) addressed changes necessary for this board.
- Wanted to removed Supervisor Stump's voting authority and replace it with new member that lives in district. Supervisor Stump is now ex-officio member.
- Now there is a seventh seat with voting authority to be elected in November 2020, but the board can temporarily fill this vacancy now.
- At last Tri-Valley meeting considered two interested parties and have recommended one of them to be appointed by our board.
- That is what this item is for today.

Supervisor Halferty:

- If she's appointed now, will she run in 2020?

Note:

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C. FY 18-19 Community Development Department Budget Adjustment

Departments: Community Development

(Wendy Sugimura) - Amendments to Contract Services in the Building and Planning & Transportation budgets to provide for the Mono County Civic Center project and the unanticipated volume of development applications.

Action: 1. Approve a Building Division budget amendment adding \$50,000 of revenue, which will be a transfer in from the Civic Center budget, and \$50,000 in expenditures to Contract Services for the Mono County Civic Center project.

Corless moved; Halferty seconded

Vote: 4 yes; 0 no; 1 absent

M19-65

2. Approve a Planning & Transportation budget amendment adding \$230,280 of Planning Permit revenue and \$230,280 in expenditures to Contract Services to provide for consultant costs on development applications. (4/5 vote required).

Corless moved; Halferty seconded

Vote: 4 yes; 0 no; 1 absent

M19-66

Wendy Sugimura:

- Introduced and gave overview.
- Explained that there is no impact to the general fund; it's money in and money out.
- Asking for this now because these expenses came in after budget adjustments had been made.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

9. CLOSED SESSION at 10:55 a.m.

RECONVENE: 1:07 p.m.

The Board gave direction on Closed Session item 9d below.

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 - Initiation of Litigation

Note:

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

C. Closed Session - 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: 1.

D. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.
Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono v. Amerisourcebergen Drug Corp. Cardinal Health, McKesson Corporation, Purdue Pharma L.P., Purdue Pharma, Inc, The Purdue Frederick Co., Inc. et al., U.S. Dist. Court for Eastern California, Case No. 2:18-cv-00149-MCE-KJN.

Action: Direct staff to ratify the filing of United States District Court, Southern District of New York, Case No. 19-cv-2421, against defendants Rhodes Pharmaceuticals, Richard Sackler, Jonathan Sackler, Kathe Sackler, Mortimer Sacker, Ilene Sackler Lefcourt, Beverly Sackler, Theresa Sackler, David Sackler, and Trust for the Benefit of Members of the Raymond Sacker Family and authorize service of the complaint on behalf of Mono County.

Vote or abstention of each member:

Ayes: Supervisors Corless, Gardner, Halferty, and Peters.

Nos: None.

Abstain: None.

Absent: Stump.

Vote: 4 yes; 0 no; 1 absent.

M19-67

E. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer (CAO).

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.

Given BEFORE Closed session at approximately 10:40 a.m.

Supervisor Corless:

- 3/21: Town County Liaison: No one showed up for this scheduled meeting. Need to rethink how we communicate with town, and possibly come up with a different committee format that works better. Schedule full board-council with just 1-2 liaison meetings in between or dismantle this committee and provide regular updates to each

Note:

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body at their regular meetings. Request discussion and solution, as our constituents want to see local government agencies working together, communicating well.

- 3/26: Met with Inyo NF Mammoth District Ranger Gordon Martin and discussed a number of issues—wildfire communication/meeting, Mill City, recreation.
- 3/27: Eastern Sierra Sustainable Recreation Partnership meeting.
- 4/1: Mammoth Lakes Housing:
 - Strategic plan will be approved in May.
 - Committees: discussed formation of three board standing committees, will finalize in May.
 - Mono County HOME funds awarded (1st time homebuyer)
 - 238 Sierra Manor not awarded, need to work on project readiness/missing criteria (need 50 percent complete plans, lead/asbestos report, market study).
 - Annual Report: <https://mammothlakeshousing.org/2018-annual-report/>
 - Latino Housing Coalition w/Mono County Behavioral Health: continue to develop possible shared position and create the Latino Housing Coalition
 - Down payment assistance program—work with TOML staff to adjust budget, funding amounts per town council's direction.
- Westwide Energy Corridors need to engage again on proposed long-distance power line over Montgomery Pass through Mono County.

Supervisor Gardner:

- On Wednesday March 20 I attended a meeting in Bishop sponsored by the California Department of Fish and Wildlife to hear about their proposed new revised inland fishing regulations. There were about 150 people in attendance, many of whom were very concerned about the impact of the proposed new regulations. There will be more opportunities for Mono County and its residents and businesses to comment on these changes. Nothing will be implemented until late in 2020 at the earliest. Those interested are encouraged to go to the CA DFW website and comment on the regulations as soon as possible. The website can be accessed at:
<https://www.wildlife.ca.gov/Fishing/Inland/Trout-Plan/Regulation-Simplification/comments>.

Supervisor Halferty:

- On March 20th I attended the Mammoth Lakes Town Council meeting where the Council proposed increasing their Housing Mitigation Fees.
- On Monday, April 1, I participated in the CCRH Legislative Committee meeting and later in the evening I attended the Mammoth Lakes Housing Board meeting.

Supervisor Peters:

- 20-21st CSAC Regional Meeting on Homelessness & Housing
- Future Agenda Item to discuss resources available from the State and Legislation
- 22nd-25th Power Outage 911 Request for BOS to hold a meeting in Antelope Valley
- 25th Tribe Interview Panel
- 25th Jim Erdman CDFW – Biologist
- 25th BCOC – NMCC
- 26th Wendy and Hailey
- 28th IMACA
- 30th Mono Village Norm Annett – Land Development Project and CDFW Reg Changes
- 1st Met with Supervisor Halferty

Upcoming:

- Fisheries
- Town Hall

Supervisor Stump:

- Absent.

ADJOURN 1:09 p.m.

ATTEST

Note:

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JOHN PETERS
CHAIR OF THE BOARD

SHANNON KENDALL
CLERK OF THE BOARD



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2019

Departments: Social Services

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Kathryn Peterson

SUBJECT In-Home Supportive Services (IHSS)
MOU and Rate Change Request

AGENDA DESCRIPTION:

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

Memorandum of Understanding Between the IHSS Nonprofit Consortium (Community Service Solutions) and the United Domestic Workers of America, and submission of a PA/NPC rate change request.

RECOMMENDED ACTION:

1. Approve negotiated wage provisions of a Memorandum of Understanding (MOU) between the In-Home Supportive Services Nonprofit Consortium (Community Service Solutions) and The United Domestic Workers of America (UDWA),
2. Approve the Public Authority/Non-Profit Consortium (PA/NPC) Rate Change Request for submission to the California Department of Social Services.

FISCAL IMPACT:

There is no budget adjustment requested for wages, as they are paid directly by the State to the IHSS workers. There will be a one-time adjustment to the annual County maintenance of effort (MOE) which will be paid for with Social Services realignment funds. The Department of Social Service's FY 2018-19 adopted budget includes sufficient appropriation authority for the rate increase described in this agenda item. No additional County General Funds are requested.

CONTACT NAME: Kathryn Peterson

PHONE/EMAIL: 7609376518 / kpeterson@mono.ca.gov

SEND COPIES TO:

Kathy Peterson, Social Services

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|------------------------------|
| Click to download |
| staff report |
| Attachment A |
| Attachment B |

History

| Time | Who | Approval |
|-------------------|------------------------------|-----------------|
| 4/11/2019 9:09 AM | County Administrative Office | Yes |
| 4/10/2019 9:18 AM | County Counsel | Yes |
| 4/11/2019 2:10 PM | Finance | Yes |



KATHRYN PETERSON, MPH
Director

BRIDGEPORT OFFICE
(760) 932-5600
FAX (760) 932-5287

MAMMOTH LAKES OFFICE
(760) 924-1770
FAX (760) 924-5431



To: Mono County Board of Supervisors

From: Kathryn Peterson, Social Services Director *KEL*

Date: April 16, 2019

Re: Memorandum of Understanding between the In-Home Supportive Services Nonprofit Consortium (Community Service Solutions) and the United Domestic Workers of America, and submission of a PA/NPC rate change request

Recommended Action:

1. Approve negotiated wage provisions of a Memorandum of Understanding (MOU) between the In-Home Supportive Services Nonprofit Consortium (Community Service Solutions) and The United Domestic Workers of America (UDWA),
2. Approve a Public Authority/Non-Profit Consortium (PA/NPC) Rate Change Request for submission to the California Department of Social Services.

Strategic Plan Focus Area(s) Met

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

Today's actions align with the County's Strategic Priority area of monitoring and improving social services programs by supporting the IHSS home care workers who provide vital services to low-income aged, blind and disabled individuals.

Fiscal Impact:

The IHSS program is funded by a combination of state and federal funds with the local share of cost coming from 1991 Social Services realignment and County General funds. There is no budget adjustment requested for wages, as they are paid directly by the State to the IHSS workers. There will be a one-time adjustment to the annual county maintenance of effort (MOE) which will be paid for with Social Services realignment funds. The Department of Social Service's FY 2018-19 adopted budget includes sufficient appropriation authority for increases described in this agenda item. No additional County General funds are requested.

BACKGROUND

The In-Home Supportive Services (IHSS) Program is a state-mandated, county-operated program that provides in-home assistance to low-income aged, blind and disabled individuals allowing them to remain safely in their homes and avoid out-of-home placement for many. Funding for this program comes from federal, state and county revenue. Currently there are 32 low-income elders and people with disabilities who are IHSS recipients, and 34 individuals registered to serve as their care providers. Recipients receive an annual home visit and assessment from a Social Worker within the Social Services Department to determine the tasks and associated time needed for them to live safely and independently. The total projected recipient hours for this fiscal year is 47,200.

Community Service Solutions (CSS), with an office in Walker, serves as the Mono County IHSS Non-Profit Consortium (IHSS-NPC). CSS acts as the employer of record for IHSS providers for the purposes of negotiating wages and benefits. IHSS providers are not employees of CSS; the providers are employed by the recipients they serve, who have responsibility to find and hire providers, and set their schedule and specific duties. CSS provides a registry of screened applicants to IHSS recipients looking to hire providers and handles the State-mandated enrollment for new IHSS providers, including criminal background checks.

Approval of Negotiated Wage Provisions (Recommendation 1)

This proposed action presents approval of negotiated wage provisions of a tentative Memorandum of Understanding (MOU) between the In-Home Supportive Services Nonprofit Consortium and The United Domestic Workers of America (UDWA). The tentative MOU includes a wage increase for In-Home Supportive Services home care workers.

To implement the MOU, Board of Supervisor's action is requested to approve a revised PA/NPC Rate Request for submission to the State, which is required by the California Department of Social Services to increase the wage rate and to receive reimbursement of the State and federal expenses associated with the Nonprofit Consortium.

On February 23, 2018, UDWA was recognized by the National Labor Relations Board (NLRB) as the exclusive collective-bargaining representative of the individual In-Home Supportive Services (IHSS) providers in Mono County. After efforts from both UDWA and the IHSS-NPC, a proposal was brought to and ratified by the members of UDWA on February 27, 2019. The MOU specifies wages and other terms and conditions of employment for IHSS providers for a term through December 31, 2023.

The proposed MOU is the product of a good faith bargaining process in which both UDWA and the IHSS-NPC have reached an agreement. The County Administrative Officer, County Human Resources Director, and County Social Services Director have reviewed the recommendation and are in concurrence with the terms proposed within the MOU.

This agreement uses a collective bargaining tool called a wage supplement, which is a specified amount that is in addition to the county provider wage. When a wage supplement is first negotiated and applied, there is a one-time adjustment to the County IHSS MOE. The costs for this wage increase are added to the county's MOE and become a permanent part of ongoing county costs, which is also subject to the annual inflation factor. For subsequent applications of the wage supplement, which occur when the state minimum wage equals or exceeds the county provider wage absent the wage supplement amount, there is no additional adjustment to the County IHSS MOE.

The MOU will provide for a base wage that is equal to the applicable State minimum wage plus an additional supplement of \$0.50 per hour. The State minimum wage is expected to increase to \$13.00 per hour on January 1, 2020, which would bring the IHSS wage including the supplement to \$13.50 per hour.

Revised Rate Submission to the State (Recommendation 2)

The Mono County IHSS Non-Profit Consortium is reimbursed for the State and federal share of its expenses through the County submission of quarterly claims (bills) to the California Department of Social Services. Prior to submitting these claims, the State requires the NPC to submit a revised rate for reimbursement.

The NPC's rate is comprised of two cost elements: one for IHSS home care services involving wages and benefits and another for administrative costs. The current NPC rate of \$14.12/hour was approved by the State on December 17, 2017, with an effective date of January 1, 2018. Approval is requested to submit a revised PA/NPC rate of \$14.64 to the State. The revised rate includes the negotiated hourly wage equal to the State minimum wage supplemented by an additional \$0.50/hour, in addition to administrative costs and payroll taxes.

The California Department of Health Care Services must also approve the revised rate so federal financial participation will occur through the federal Medicaid program. The effective date for the revised rate will be the first day of the month following the receipt of State approval.

ATTACHMENT(S)

Attachment A – Memorandum of Understanding between the In-Home Supportive Services Nonprofit Consortium (Community Service Solutions) and the UDWA.

Attachment B - In-Home Supportive Services Program Public Authority/Non-Profit Consortium Rate Change Request

Memorandum of Understanding

Between

Community Service Solutions (CSS),
the In-Home Supportive Services (IHSS)
Nonprofit Consortium in Mono County

And

United Domestic Workers Union
UDW, AFSCME Local 3930, AFL-CIO

For the term of
January 1, 2019-December 31, 2023

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ARTICLE I: PREAMBLE

This Memorandum of Understanding ("MOU") is entered into by Community Service Solutions (CSS), the In-Home Supportive Services (IHSS) Nonprofit Consortium in Mono County ("Consortium") and the United Domestic Workers, AFSCME Local 3930, AFL-CIO ("Union").

The parties acknowledge that the relationship between the Consortium and the IHSS Home Care Providers ("IHSS Providers") in the bargaining unit is unique in that the IHSS Consumers ("Consumers") remain the employer for the purposes of hiring, terminating, training, and supervising the work of any IHSS Provider(s) providing services to them. It is recognized by the parties that the Consortium does not employ or manage the IHSS Provider workforce in the role of a traditional employer.

The Consortium and the Union also recognize and appreciate the unique nature of the services rendered by the IHSS Providers, who provide valued services to Consumers. The special relationship between the IHSS Providers and Consumers is deserving of the parties' sincere respect and appreciation.

ARTICLE II: RECOGNITION

The United Domestic Workers, AFSCME LOCAL 3930, AFL-CIO was certified on February 15, 2018, as a result of a secret ballot election, as the recognized representative of Consortium IHSS Providers. The Consortium hereby recognizes the United Domestic Workers, AFSCME Local 3930, AFL-CIO as the exclusive representative of the IHSS Providers covered under this MOU.

ARTICLE III: NON-DISCRIMINATION

In receiving the rights afforded by this MOU, and in accordance with applicable law, no person shall in any way be favored or discriminated against because of race, religion, age, gender, sexual preference, national origin, marital status, disability, or any other classification protected by law.

Neither the Consortium nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any IHSS Provider in his/her choice to participate in or join, or refuse to participate in or join, the Union.

ARTICLE IV: CONSUMER RIGHTS AND CONFIDENTIALITY

Section 1. Consumer Rights

Consumers have the sole and undisputed right to hire and supervise the work of any IHSS Provider and to terminate any IHSS Provider without cause and without notice. Consumers shall retain their right to train and direct services rendered by the IHSS Provider as set forth in the Welfare and Institutions Code. Consumers shall have the right to determine in advance and under all circumstances who may or may not enter their home.

Section 2. Consumer Information

The Union shall neither seek nor receive information from the Consortium regarding the name, address, telephone number, or any other personal information regarding Consumers. Union representatives and IHSS Providers shall maintain strict standards of confidentiality regarding Consumers and shall not disclose personal information pertaining to Consumers obtained from any source unless the disclosure is compelled by the legal process or otherwise required by law. If Consumer information is disclosed pursuant to this section, the Consumer and the Consortium shall be immediately notified of such release of disclosure. The Consumer may voluntarily consent to the limited disclosure of information and such consent may be withdrawn at any time and for any reason.

Section 3. Visits by Union Representatives

Union representatives shall not conduct union business, including business related to the enforcement of this MOU, at the homes of Consumers unless the home of the Consumer is also the home of the IHSS Provider. If the home of the Consumer is also the home of the IHSS Provider, no Union business, including business related to the enforcement of this MOU, shall take place during hours allocated for the provision of authorized services.

ARTICLE V: CONSORTIUM RIGHTS

It is recognized that one of the primary missions of the Consortium is assuring a registry to facilitate the referral of IHSS Providers for Consumers. Unless otherwise specified in this MOU, the rights of the Consortium include, but are not limited to: the exclusive right to determine the merits, necessity, or organization of any service or activity; to determine the methods, means, and personnel by which its operations are to be conducted; to determine its mission and that of constituent subsections, committees, and other related work groups; the exclusive right to list, refer, suspend, or remove with or without comment an individual IHSS Provider from the Registry; and to take all necessary actions to carry out its mission in emergencies.

Section 1. Liability of Consortium

The Consortium is an independent legal entity, separate and apart from the County of Mono ("County"). The Consortium has no power to bind the County to any contractual or legal obligations.

Section 2. Past Practice

Continuance of working conditions and practices not specifically incorporated into the provisions of this MOU is not guaranteed by this MOU.

Section 3. Emergency

Nothing herein shall limit the authority of the Consortium to make necessary changes to carry out its operations during an emergency. The Consortium shall notify the Union of the nature of the emergency and of any necessary changes as soon as possible. "Emergency" is defined as an unforeseen event caused by forces beyond the control of the Consortium involving a reasonable likelihood that harm would be experienced unless immediate action is taken. Emergency action under this Article shall not extend beyond the period of the emergency. The Union shall be notified as soon as the emergency has been resolved. If an emergency action taken by the Consortium alters a specific term and/or condition of this MOU, the Consortium agrees to meet with the Union over the effects of such change once the conditions/circumstances which led to the emergency and created the need for the change have been resolved.

ARTICLE VI: UNION RIGHTS

Section 1. Union Officers and Stewards

The Union shall notify the Consortium of the names of its official Representatives and any changes in such Representatives. The list shall be sent to the Deputy Director of Consortium.

The Union shall notify the Consortium of the name of one Steward selected by the Union at the beginning of the contract year and shall update the name when changes occur. It is understood that the Steward shall receive no compensation for time spent engaging in activities as Steward.

Section 2. Work Access

The Consortium agrees to admit to its administrative office, the authorized Union representative(s) for purposes of adjusting grievances and conducting other legitimate, appropriate Union business related to enforcing and monitoring the MOU, provided that the Union representative has first contacted an official of the Consortium and secured his/her approval to enter the office. The Union shall notify

the Consortium of the names of its authorized representatives and access shall be limited to these persons. The Consortium shall not unreasonably withhold access.

Section 3. Bulletin Board Space

The Consortium will provide bulletin board space in its office for use by the Union, provided the communications displayed have to do with official union business and the material is not derogatory to the Consortium or the County.

Section 4. Dues Deductions

The Union has the exclusive privilege of dues deduction for all IHSS Providers in the bargaining unit covered by this MOU. The Union will advise the State Controller, as the payroll agent for the IHSS Providers, to deduct all authorized dues, fees and/or assessments as voluntarily requested by bargaining unit members. The Consortium is not the payroll agent for the IHSS Providers and therefore has no obligation or responsibility related to dues deduction. Union dues shall be deducted, as authorized in writing by each IHSS Provider, from bargaining unit wages and other earned compensation, including "lump sum" and/or retroactive pay.

Section 5. New Provider Orientations

The Union shall be entitled to attend and make presentations at new provider orientations. The Consortium shall provide reasonable notice to the Union of scheduled new provider orientations. The Consortium shall provide an opportunity for Union representatives to make presentations at such gatherings. All material presented shall be in good taste and shall not malign the Consortium or the County or their representatives, and presentations at new provider orientations shall be no more than thirty (30) minutes in length.

ARTICLE VII: LABOR-MANAGEMENT COMMITTEE

A joint committee consisting of representatives from the Consortium and the Union shall meet on a semiannual basis, or as mutually agreed upon, for the purpose of discussing issues of mutual concern and interest, not including payroll and/or wage provisions. Each party may appoint up to two (2) representatives to the committee.

ARTICLE VIII: WAGES

Section 1. Wage

- a. The base wage for IHSS Providers is \$12 per hour, beginning January 1, 2019, or the applicable Federal or State minimum wage, whichever is greater.

- b. Effective upon Union Ratification, County Board of Supervisors and State approval, the County will supplement wages at an additional \$0.50 above the base wage, defined in paragraph (a) above.
- c. Any and all negotiated wage provisions of the MOU between the Consortium and the Union must be approved by the Mono County Board of Supervisors. Additionally, the Consortium will submit the appropriate request, SOC 449 IHSS Public Authority/Nonprofit Consortium Rate Form, to the State to implement any new wage rate within ten (10) business days of ratification of this agreement by the Consortium and the Union and adoption of this agreement by the Mono County Board of Supervisors, to be effective as soon as administratively possible after approval from the State.

Section 2. Wage Contingency

If either the State and/or Federal participation levels are reduced in a manner that results in increased cost to the Consortium and/or the County; State realignment funding is reduced in a manner that results in increased cost to the Consortium and/or County; the State caps its funding participation in an IHSS Provider wage lower than wages paid under this MOU; other Federal and/or State changes, including Court decisions, increase the cost to the current County Maintenance of Effort (MOE); or the State and/or Federal sharing formula is modified in any manner that would result in an increased cost to the Consortium and/or County, wages may be reduced by an amount necessary to keep the total Consortium and/or County cost the same as it was on the day prior to the effective date of such reduction or modification.

ARTICLE IX: PAYROLL

Payroll for IHSS Providers is a function of the State of California, through the Case Management Information Payroll System II (CMIPS II). The parties understand that payroll is not a function of the Consortium but both parties agree to work together to help identify causes and solutions to problems resulting in late, lost, or inaccurate paychecks and related issues to promote a timely and accurate payroll system. The Consortium and the Union agree to work cooperatively to create solutions by bringing the problems to the attention of the responsible agencies.

ARTICLE X: TRAINING

Consistent with California Welfare and Institutions Code Section 12301.6, the Consortium shall provide for training for IHSS Providers and Consumers of IHSS services. The Consortium will implement mandatory training in accordance with State regulations and guidance. The Consortium will seek and give consideration to the Union's input for the purpose of offering optional trainings to IHSS Providers and Consumers such as First Aid, CPR, and time sheet procedures, to the extent that the Consortium budget allows. All training, both mandatory and optional, will be unpaid.

ARTICLE XI: GRIEVANCE PROCEDURE

Section 1. Pay Status During the Grievance Process

Participation in the grievance procedure, in any capacity, shall be solely on the IHSS Provider's own time, and shall not be treated as within any Consumer's allocated service hours or as paid time.

Section 2. Discussion of Request or Complaint

It is the intent of this procedure that grievances be settled at the lowest possible administrative level. Any IHSS Provider who believes that he/she has a justifiable request or complaint shall discuss the request or complaint with the Registry Coordinator within twenty-one (21) calendar days of the date on which the circumstances giving rise to the grievance occurred.

Section 3. Grievance Definition

A "grievance" is the subject of a written request or complaint, which has not been settled as a result of the discussion required by Section 2 initiated by an IHSS Provider, a group of IHSS Providers, or the Union on behalf of a specifically named IHSS Provider or a specifically named group of IHSS Providers, arising out of a dispute concerning the application or interpretation of the specific terms and conditions set forth in this MOU, concerning wages, hours, and other terms and conditions of employment. All other matters are excluded from the grievance procedure including, but not limited to:

- Matters over which the Consortium has final jurisdiction.
- Matters concerning Consumers' rights.
- Matters concerning any other subjects, unless the subject is covered by the expressed terms of this MOU that relate specifically to wages, hours, and other terms and conditions of employment.

Section 4. Freedom from Reprisal

No IHSS Provider shall be subject to coercion for discussing a request or complaint with Consortium Management or for the good faith filing of a grievance petition.

Section 5. Representation Rights

IHSS Providers covered by this MOU are entitled to representation in the preparation and presentation of a grievance at any step of this grievance procedure.

Section 6. Timeliness

A grievance shall be deemed untimely and otherwise null and void if it is not filed within twenty-one (21) calendar days of the date on which the informal discussion described in Section 2 above occurred.

Section 7. Grievance Procedure Steps

A grievance is a claim that the Consortium has violated this MOU. All grievances must be set forth in writing on a mutually agreed-upon grievance form supplied by the Consortium. The grievance must cite the specific article and section of the MOU that the Consortium is alleged to have violated, and the specific remedy requested. No grievance petition shall be accepted for processing until the form is complete. Such grievance shall set forth the specific section(s) of the MOU allegedly violated as provided under Section 3 of this Article.

Step 1: Deputy Director of the Consortium

If the grievance is not settled informally between the provider/grievant and the Registry Coordinator as described in Section 2 above, the grievant may submit the grievance to the Deputy Director of the Consortium within twenty-one (21) calendar days of the date on which the informal discussion described in Section 2 above occurred.

If the grievant requests a meeting with the Deputy Director of the Consortium, such meeting with the Deputy Director of the Consortium or his/her designee shall take place within fourteen (14) calendar days after receipt of the meeting request, or at a time mutually agreed to by the parties.

The Deputy Director of the Consortium or his/her designee shall respond to the grievance within fourteen (14) calendar days of the receipt of the written grievance or from the date of the meeting with the grievant, whichever is later.

Step 2: Mediation

If the grievance is not settled at Step 1, the parties may voluntarily agree to use mediation to resolve the issue in dispute. The parties shall request an impartial mediator from the State Mediation and Conciliation Service to meet with the parties to attempt to resolve the grievance within twenty (20)

calendar days after the completion of Step 1 or at a time mutually agreed to by the parties. The costs of mediation, if any, shall be shared equally by the parties.

Step 3: Arbitration

In the event a grievance is not resolved by mediation, the grievance may be submitted to arbitration. No grievance may proceed to arbitration unless and until it has been submitted to Step 2 of this grievance procedure. The grievant may request that the grievance be referred to an impartial arbitrator who shall be designated by the parties. The request to proceed to arbitration must be filed in writing within twenty-one (21) calendar days after completion of Step 2 of this grievance procedure.

a. Selection of the Arbitrator

The parties may mutually agree to an arbitrator or may request a list of seven (7) arbitrators from the State Mediation and Conciliation Service. The parties shall alternately strike names from the list until one (1) arbitrator's name remains.

If an arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested, and the selection shall be made as above, unless an arbitrator is mutually agreed upon by the parties.

b. Duty of Arbitrator

It shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding. The decision of the arbitrator shall be based solely on the interpretation of the appropriate provisions of the MOU applicable to the grievance. The arbitrator shall have no authority to add to, subtract from, modify or disregard any of the terms and conditions of this MOU. The arbitrator shall limit his/her decision to the application and interpretation of the provisions of this MOU.

c. Payment of Costs

The fees and expenses of the arbitrator shall be shared equally between the grievant and the Consortium. Each party shall bear its own costs of representation including preparation of post-hearing briefs, if required. In the event a party chooses to have a court reporter present, the requesting party shall bear the cost.

d. Effect of Failure of Timely Action

Failure of the employee/grievant to file an appeal within the required time period at any step shall constitute an abandonment of the grievance. Failure of the Consortium to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

ARTICLE XII: ANTI-STRIKE CLAUSE

It is hereby agreed that neither the Union nor the IHSS Providers covered under the provision of this MOU shall take part in, call for, sanction, foster, or support any strike, work stoppage, slow-down, sick-in or refusal to perform customary duties.

Should a strike, sick-in, picketing, boycott or any other interruption of work occur, the Consortium shall notify the Union of the existence of such activity and the Union will take all reasonable steps to terminate such activity and induce the IHSS Provider to return to work.

This provision shall continue in full force and effect for the term of this MOU and for a minimum of one (1) year beyond the term of this MOU.

ARTICLE XIII: FULL UNDERSTANDING AND MODIFICATION

Section 1. Understanding

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as modified herein or as otherwise required by law, existing wages, hours, and other terms and conditions of employment set forth in applicable Consortium Ordinances and related resolutions and regulations shall continue in effect.

Section 2. Modification

It is the intent of the parties that this MOU be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the bargaining unit. Where Consortium finds it necessary to make such changes, it shall notify the Union of the proposed change prior to its implementation.

Where such changes would significantly affect the working conditions in the bargaining unit, where the subject matter of the change is subject to negotiations

pursuant to the Meyers-Milias-Brown Act, and where the Union requests to negotiate with Consortium, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the IHSS Providers represented by the Union.

Nothing herein shall limit the authority of the Consortium to make necessary changes required during emergencies. However, Consortium shall notify the Union of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

Where the Consortium makes any changes in working conditions because of the requirements of Federal or State law, the Consortium shall not be required to renegotiate the matter or manner of compliance with such law where manner of compliance is specified by such law.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties unless made and executed in writing by all the parties and, if required, approved and implemented by the Consortium's Governing Board and the Mono County Board of Supervisors.

ARTICLE XIV: SEPARABILITY

It is understood and agreed that this MOU is subject to all present and future applicable Federal, State and local laws, regulations and that the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this MOU is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

ARTICLE XV: CONTINGENCY

All other terms and conditions of this MOU notwithstanding, it is expressly understood and agreed upon by the parties that, if during the term of the MOU, the legal requirement that counties provide for an employer of record for independent IHSS Providers is either eliminated or made optional to counties, then the parties will reopen negotiations for the exclusive purpose of commencing the meeting and confer process and to bargain in good faith on the issue of continuing or discontinuing the employer of record within the County and this MOU.

ARTICLE XVI: TERM

The term of this MOU between Community Service Solutions and United Domestic Workers of America is effective January 1, 2019 and will expire December 31, 2023.

Section 1. Successor MOU

In the event either party desires to negotiate a successor MOU, it shall serve on the other, during the period of 150 to 120 days prior to the expiration of this current MOU, its full and complete proposals together with a request to commence negotiations for such successor MOU. Negotiations shall begin no later than ninety (90) days prior to the expiration of the current MOU unless otherwise agreed to by the parties. Sections of this Memorandum not addressed by either party in their proposals shall remain in full force and effect upon the implementation of a signed successor MOU.

SIGNATURES

For Community Service Solutions:

For United Domestic Workers Union:

SIGNATURES


For Community Service Solutions:

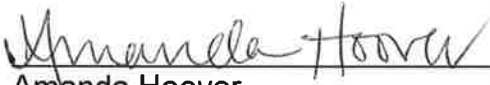
For United Domestic Workers Union:


~~John Peters~~ ~~Date~~
~~Chair, Mono County Board of Supervisors~~

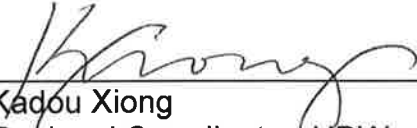

Doug Moore Date
UDW Executive Director

~~Stacey Simorr~~ ~~Date~~
~~Mono County Counsel~~


Editha Adams Date
UDW President

 3/19/19
Amanda Hoover Date
Executive Director


Matthew Maldonado Date
Chief Negotiator


Kadou Xiong Date
Regional Coordinator, UDW


Wendy Ford Date
Member Representative



Office of the ... DEPARTMENT OF SOCIAL SERVICES

C O U N T Y O F M O N O

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH
Director

BRIDGEPORT OFFICE
(760) 932-5600
FAX (760) 932-5287

MAMMOTH LAKES OFFICE
(760) 924-1770
FAX (760) 924-5431



April 13, 2019

California Department of Social Services
Public Authority Unit 744 P Street, MS 9-11-91
Sacramento, CA 95814

Subject: Approval of a PA/NPC Rate Change Request.

Mono County is requesting a Public Authority/Non-Profit Consortium (PA/NPC) Rate Change effective July 1, 2019, to reflect a locally negotiated wage supplement of 50 cents. The new hourly wage for IHSS Providers in Mono County will be \$12.50. The payroll tax rate will remain 3.4 percent; there will be a two cent increase in payroll taxes as a result of the wage supplement. The PA/NPC Hourly Administrative Cost remains the same at \$1.71. The overall 2018-19 PA/NPC Hourly Rate is increasing to \$14.64 from \$14.12.

The county Board of Supervisors approval will be required for the 2018-19 PA/NPC Rate Change. Attached is the SOC 449, PA/NPC Rate Worksheet, line item PA/NPC budget worksheet, and budget narrative. An MOU between Community Service Solutions (NPC) and the United Domestic Workers of America is included with this packet. Please notify us on the approval of this rate change.

Sincerely,

Kathryn Peterson, MPH
Director, Mono County Department of Social Services

**IN-HOME SUPPORTIVE SERVICES PROGRAM
PUBLIC AUTHORITY/NON-PROFIT
CONSORTIUM RATE**

To: California Department of Social Services
Adult Programs Division
Financial Management Unit
744 P Street, MS 9-11-91
Sacramento, CA 95814

| | |
|---|----------|
| COUNTY: MONO | 1-Jul-19 |
| PA NAME: COMMUNITY SERVICE SOLUTIONS | |
| CONTACT NAME: AMANDA HOOVER | |
| TELEPHONE: 530-495-2700 | FAX: |
| ADDRESS: 26 HFU CIRCLE #1, COLEVILLE, CA 96107 | |
| EMAIL ADDRESS: MONOIHSSREGISTRY@GMAIL.COM | |

Please address questions regarding this form to the Financial Management Unit, at (916) 653-1908.

Please complete the Rate Table below and attach supporting documentation explaining how each component of the rate was determined. The total Public Authority (PA) and Non-profit Consortium (NPC) rate should include a rate for services (wage and benefits), payroll taxes, and a rate for administrative costs. The total rate for wages and benefits should be broken down to include an hourly wage, payroll taxes, health and non-health benefits. The State is legally authorized to share only in the costs of individual health benefits and some specific non-health benefits for IHSS providers, however, other benefits costs may be eligible for Title XIX reimbursement.

- The current State Participation cap for combined wages and health benefits for all IHSS providers in the State is \$12.10 per hour. When minimum wage increases to \$12.00 per hour (January 1, 2019), pursuant to Labor Code section 1182.12 (b) (1) (C) and beyond in subsequent years, the cap will be adjusted to equal the State minimum wage plus \$1.10 per hour.
- The State will not participate in increases to wages or employment taxes, or increases or expansions of benefits negotiated or agreed to by a PA or NPC unless provided for in the Annual Budget Act or appropriated by statute.
- No increase in wages or benefits negotiated or agreed to by a PA or NPC shall take effect until it has been approved by the State (CDSS/CDHCS) or unless provided for in the Annual Budget Act or appropriated by statute.

RATE TABLE

Hourly Wage (locally negotiated) 1
 Hourly Wage (non-locally negotiated) 2
 Hourly Wage (by ordinance) 3
 Wage Supplement (one-time MOE adj) 4
 Wage Supplement (continued--no MOE adj.) 5
Wage Total (sum of lines 1-5)
 Health Benefits (locally negotiated) 6
 Health Benefits (non-locally negotiated) 7
Health Benefits Total (sum of lines 6-7)
 Non-Health Benefits _____ (type) 9
 Payroll Taxes (FUTA,SUI,FICA) 10
 Administrative Rate 11
PA/NPC Rate Total
 (sum of wages, health benefits, non-health benefits, taxes, admin)

| | Current Rate | Requested Rate | Difference |
|----|----------------|----------------|---------------|
| 1 | \$0.00 | \$0.00 | \$0.00 |
| 2 | \$12.00 | \$12.00 | \$0.00 |
| 3 | \$0.00 | \$0.00 | \$0.00 |
| 4 | \$0.00 | \$0.50 | \$0.50 |
| 5 | \$0.00 | \$0.00 | \$0.00 |
| | \$12.00 | \$12.50 | \$0.50 |
| 6 | \$0.00 | \$0.00 | \$0.00 |
| 7 | \$0.00 | \$0.00 | \$0.00 |
| | \$0.00 | \$0.00 | \$0.00 |
| 9 | \$0.00 | \$0.00 | \$0.00 |
| 10 | \$0.41 | \$0.43 | \$0.02 |
| 11 | \$1.71 | \$1.71 | \$0.00 |
| | \$14.12 | \$14.64 | \$0.52 |

The State shall participate (65 percent of the non-federal share) in a cumulative total up to 10 percent of the sum of the combined total of wages or health benefits or both over a three-year period. **Check the box and sign and date on the line below if you are choosing to utilize the 10% increase over the three-year period option.**

Authorizing Officer Signature _____ Date: _____

Mono County: IHSS PA Rate Worksheet

Projected yearly hours

47,200

| # | ITEM | BUDGET | SERVICES | ADMIN | Portion of RATE |
|---|--|----------------------|-------------------|--------------------|-----------------------------|
| Provider Costs | | | | | |
| 1 | IP Wages = proj yearly hours @ \$12.50 per hr | \$ 590,000 | \$ 590,000 | | 12.50 |
| 2 | IP Employer Taxes @ 3.4% | \$ 20,060 | \$ 20,060 | | 0.43 |
| 3 | Health Benefits @ .00/hr | \$ - | \$ - | | 0.00 |
| | Total Provider Costs | \$ 610,060 | \$ 610,060 | | 12.93 |
| Public Authority Administrative costs | | | | | |
| | Salaries & Benefits | \$ 65,765 | | | |
| | PA Operating Expenses | \$ 14,959 | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | Total Public Authority Administrative costs | \$ 80,724 | | \$ 80,724 | 1.71 |
| | TOTAL | \$ 690,784 | \$ 610,060 | \$ 80,724 | \$ 14.64 |
| Total hourly rate: The hourly rate is computed by adding total services costs and total administrative costs and dividing by the number of IHSS hours. | | | | | |
| | | Services Cost | Adm Costs | Total Hours | Total PA Hourly Rate |
| PA Rate | | \$ 610,060 | + \$80,724 | / \$ 47,200 | = \$ 14.64 |
| Services Rate = Services Cost Divided by Total Hours | | \$ 610,060 | | / \$ 47,200 | = \$ 12.93 |
| Admin Rate = Admin Cost Divided by Total Hours | | | \$80,724 | / \$ 47,200 | = \$ 1.71 |

Mono County PA Rate Change Package

Budget Narrative

The PA/NPC Hourly Rate and Hourly Administrative costs were derived using estimated costs for the Mono County PA provider wages and actual costs of the Mono County PA Contract. The Hourly Services Cost, Hourly Wage, and Hourly Benefits were calculated based upon the current provider wage rate and average payroll tax rate from the CMIPS II Paid Case Summary Report and Active Caseload Report. Mono County does not offer health and/or other benefits. Figures do not include overtime wages.

The 2018-19 Requested PA/NPC Hourly Rate has increased to \$14.64, from \$14.12. This is due to a locally-negotiated wage supplement of 50 cents. The projected annual provider hours for 2018-19 are 47,200 hours, based upon 2018-19 Quarter 1 figures. The average estimated payroll tax rate for 2018-19 is 3.4 percent. Due to the wage supplement, this will increase the PA/NPC Hourly Services Cost by two cents, to \$0.43 from \$0.41. The 2018-19 PA/NPC Hourly Administrative Cost will remain at \$1.71.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2019

Departments: Board of Supervisors

TIME REQUIRED

PERSONS APPEARING BEFORE THE BOARD John Peters

SUBJECT Letter of Support for Assemby Bill 10

AGENDA DESCRIPTION:

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

This letter of support for AB 10, to Assembly Member Chiu, brings forward an Assembly Bill to increase the amount of state Low-Income Housing Tax Credit allocations by an additional \$500 million annually.

RECOMMENDED ACTION:

Approve letter.

FISCAL IMPACT:

None.

CONTACT NAME: John Peters

PHONE/EMAIL: / jpeters@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| <p>Click to download</p> <p> Letter</p> |
|---|

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 4/11/2019 9:17 AM | County Administrative Office | Yes |
| 4/9/2019 3:59 PM | County Counsel | Yes |
| 4/11/2019 2:24 PM | Finance | Yes |



Jennifer Halferty ~ District One Fred Stump ~ 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) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

April 17, 2019

The Honorable David Chiu
Member, California State Assembly
State Capitol, Room 4112
Sacramento, CA 95814

**RE: AB 10 (Chiu): Income taxes: credits low-income housing: farmworker housing As
Introduced on December 3, 2018 – SUPPORT**

Dear Assembly Member Chiu:

The County of Mono is pleased to support AB 10, which would increase the amount of state Low-Income Housing Tax Credit (LIHTC) allocations by an additional \$500 million annually.

According to a report published by the Legislative Analyst's Office, housing prices in California continue to far exceed prices in the rest of the country. The average price of a home in the state is two-and-a-half times the average national price and rents are fifty percent higher than the rest of the country. The housing affordability crisis is in part due to the demand to live in California and the high costs of both land and construction in the state. California's 58 counties support efforts to build more affordable housing in the state.

The state's LIHTC program was created to augment the federal low-income housing tax credit program, which enables affordable housing developers to raise private capital through the sale of tax credits to investors. The federal program offers two types of tax credits, commonly referred to as 4% and 9% credits. California receives an annual ceiling of federal 4% and 9% tax credits. While the state is able to access all of the 9% credits, the state has been unable to maximize the 4% credit ceiling. AB 10, by increasing the state tax credit allocations, will allow California to maximize all federal tax credits.

AB 10 will result in the development of additional and much needed affordable housing across the state, including in Mono County. With the passage of AB 10, Mono county will be eligible for additional local funding that will help to move us forward with our current housing projects. For these reasons, the County of Mono strongly supports AB 10.

If you need additional information about our position, please contact us.

Sincerely,

John Peters, Chair
Mono County Board of Supervisors

CC:

Assemblyman Frank Bigelow
Senator Adreas Borgeas
California State Association of Counties
Housing California
California Coalition for Rural Housing



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2019

Departments: Board of Supervisors

TIME REQUIRED

PERSONS APPEARING BEFORE THE BOARD John Peters

SUBJECT Letter of Support for Assembly Constitutional Amendment 1

AGENDA DESCRIPTION:

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

Assembly Constitutional Amendment 1 will reduce the voter threshold for approval of the imposition of a special tax by a local government that previously required approval of 2/3rd of voters to 55 percent. The taxes would help fund the construction, rehabilitation, or replacement of public infrastructure and affordable / permanent supportive housing projects. The California State Association of Counties has asked county Boards to send letters of support of ACA1 to the author of the bill, Assembly Member Aguiar-Curry.

RECOMMENDED ACTION:

Approve letter. Provide direction to staff, if necessary.

FISCAL IMPACT:

None.

CONTACT NAME: John Peters

PHONE/EMAIL: / jpeters@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|------------------------|
| Click to download |
| Letter |

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 4/11/2019 9:19 AM | County Administrative Office | Yes |

4/9/2019 4:21 PM

County Counsel

Yes

4/11/2019 2:25 PM

Finance

Yes



Jennifer Halferty ~ District One Fred Stump ~ 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) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

April 17, 2019

The Honorable Cecilia Aguiar-Curry
Member, California State Assembly
State Capitol, Room 5144
Sacramento, California 95814

**Re: ACA 1 (Aguiar-Curry) – Local government financing.
 Support – As Introduced December 3, 2018**

Dear Assembly Member Aguiar-Curry:

The County of Mono is pleased to support Assembly Constitutional Amendment 1, which would reduce the voter threshold for approval of bond and special tax measures that help fund critical infrastructure and affordable housing projects.

The California Constitution currently requires a two-thirds vote at the local level for both G.O. bonds and special taxes, regardless of what the city, county, or special district proposed to use the funds for. However, local school districts can seek approval for bonded indebtedness with only a 55% vote threshold for the construction, reconstruction, rehabilitation, or replacement of schools.

Communities should be able to choose for themselves the level of taxation and services they would like. ACA 1 will give them that opportunity, and will create parity with school districts so that cities, counties, and special districts have a viable financing tool to help address important community needs for affordable housing and public infrastructure. In Mono County the need for affordable housing is great. ACA 1 will provide us with the ability to work with our local communities to assure we have the funding necessary to support affordable housing projects. Local voters would still need to overwhelmingly support a bond or special tax in order for it to be approved, thus protecting voters' control over how their tax dollars are spent. The bill also provides specific requirements for voter protection, public notice, and financial accountability.

For these reasons, the County of Mono is in strong support of ACA 1 and wants to thank you for your efforts. Please do not hesitate to contact me.

Sincerely,

John Peters, Chair
Mono County Board of Supervisors

CC:

Assemblyman Frank Bigelow

Senator Adreas Borgeas

California State Association of Counties

Housing California

California Coalition for Rural Housing

California Housing Consortium



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2019

Departments: Social Services

TIME REQUIRED

PERSONS APPEARING BEFORE THE BOARD Kathryn Peterson

SUBJECT Letter of Support for Legislation re:
State Funds to Augment County
Public Administrators/Public
Guardians/Public Conservators

AGENDA DESCRIPTION:

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

Letter of support for a new budget proposal to provide \$68 million in State General Fund to counties to augment staffing and workload for County Public Administrators/Public Guardians/Public Conservators.

RECOMMENDED ACTION:

Approve Letter of Support and authorize Board Chair to sign.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Kathryn Peterson

PHONE/EMAIL: 7609376518 /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--|
| Click to download |
| Letter of Support |
| Letter of Support Senate |

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 4/11/2019 9:18 AM | County Administrative Office | Yes |
| 4/9/2019 4:21 PM | County Counsel | Yes |

4/11/2019 2:26 PM

Finance

Yes



Jennifer Halferty ~ District One Fred Stump ~ 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) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

April 5, 2019

The Honorable Eloise Reyes, Chair
Assembly Budget Subcommittee No. 1
State Capitol, Room 2175
Sacramento, CA 95814

**RE: County Public Administrator, Public Guardian, Public Conservator Programs:
Support Ongoing State Funding Augmentation**

Dear Chair Reyes:

The County of Mono urges your support for an ongoing State augmentation of county spending for Public Administrator, Public Guardian, Public Conservator (PAPGPC) programs; a first step in remediating the escalating needs of California's most vulnerable impaired adult populations. All 58 California counties are operating PA|PG|PC programs at full capacity and are struggling to meet the needs of the currently defined target populations in their communities. In total, California counties are spending approximately \$200 million annually to provide critical safety net PA|PG|PC services to California's most at risk dependent adults and their estates.

County PA|PG|PC programs have exceeded maximum capacity and are struggling to meet the growing demand for their safety net services. Appointed by the California Superior Court, PA|PG|PC programs serve defenseless Individuals who are psychiatrically, medically and/or cognitively impaired, or are deceased, who are unable to act in their own best interests, and/or have been the victim of abuse or neglect, and/or are criminal offenders who cannot be restored to competency, and/or have no other person willing or able to act for them, and/or have no other person willing or able to protect their assets from loss or exploitation.

State investment in county PA|PG|PC services is essential in order to meet the growing needs of California's impaired adult population. Without meaningful, ongoing, augmented funding, counties will not be able to keep up with the growing demand for PA|PG|PC services. In addition to pressures brought about by the state's growing seriously mentally ill, older and

dependent adult populations, and the record level of abuse perpetrated against those populations, county PA/PG/PC programs are under escalating pressure from changes brought about by legislative activity.

Both sweeping direct legislative changes to core PAPGPC services, such as the Omnibus Conservator Act of 2006, and amendments to California code sections intended to improve the functionality of other government agencies but which also result in unintended consequences to PA/PG/PC programs, such as recent changes to the Penal Code section 1370 regarding criminal defendants who are found to be non-restorable, have profoundly impacted PAPGPC programs through significant increase in numbers of cases referred and increased case complexity. Should California counties be unable to keep up with the demand for currently defined core PA|PG|PC services, the likely result would be increased homelessness, abuse and neglect, including financial theft and exploitation, increase of non-restorable criminal offenders released directly to the community, as well as increased unmet medical and psychiatric needs for cognitively and psychiatrically impaired adult Californians.

Mono County has seen an increase in referrals for seniors who are cognitively impaired, as well as those who are gravely disabled. In addition, caring for the needs of currently conserved persons in our county have increased in recent years. As the population continues to age in our county, we anticipate a continued increase in referrals.

We believe the provision of State funding to annually augment, not supplant, current county spending by 35%, \$68 million, will solidify statewide PA|PG|PC services to currently identified core populations ensuring consistent services throughout the State. Additionally, enhanced spending will allow counties to increase staffing so as to reduce caseload sizes; provide more intensive case management enabling more stable long-term treatment outcomes; provide more timely emergency services to cognitively and psychiatrically impaired adults and client assets at risk of loss or theft.

For these reasons, Mono County urges your support.

Sincerely,

John Peters,
Chair, Mono County Board of Supervisors

cc: Scarlet Hughes, Executive Director CA PA|PG|PC
Farrah McDaid Ting, California State Association of Counties



Jennifer Halferty ~ District One Fred Stump ~ 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) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

April 5, 2019

The Honorable Dr. Richard Pan
Chair, Senate Budget Subcommittee No. 3
State Capitol, Room 5114
Sacramento, California 95814

**RE: County Public Administrator, Public Guardian, Public Conservator Programs:
Support Ongoing State Funding Augmentation**

Dear Chairman Pan:

The County of Mono urges your support for an ongoing State augmentation of county spending for Public Administrator, Public Guardian, Public Conservator (PAPGPC) programs; a first step in remediating the escalating needs of California's most vulnerable impaired adult populations. All 58 California counties are operating PA|PG|PC programs at full capacity and are struggling to meet the needs of the currently defined target populations in their communities. In total, California counties are spending approximately \$200 million annually to provide critical safety net PA|PG|PC services to California's most at risk dependent adults and their estates.

County PA|PG|PC programs have exceeded maximum capacity and are struggling to meet the growing demand for their safety net services. Appointed by the California Superior Court, PA|PG|PC programs serve defenseless Individuals who are psychiatrically, medically and/or cognitively impaired, or are deceased, who are unable to act in their own best interests, and/or have been the victim of abuse or neglect, and/or are criminal offenders who cannot be restored to competency, and/or have no other person willing or able to act for them, and/or have no other person willing or able to protect their assets from loss or exploitation.

State investment in county PA|PG|PC services is essential in order to meet the growing needs of California's impaired adult population. Without meaningful, ongoing, augmented funding, counties will not be able to keep up with the growing demand for PA/PG/PC services. In addition to pressures brought about by the state's growing seriously mentally ill, older and dependent adult populations, and the record level of abuse perpetrated against those populations, county PA/PG/PC programs are under escalating pressure from changes brought about by legislative activity.

Both sweeping direct legislative changes to core PAPGPC services, such as the Omnibus Conservator Act of 2006, and amendments to California code sections intended to improve the functionality of other government agencies but which also result in unintended consequences to PA/PG/PC programs, such as recent changes to the Penal Code section 1370 regarding criminal defendants who are found to be non-restorable, have profoundly impacted PAPGPC programs through significant increase in numbers of cases referred and increased case complexity. Should California counties be unable to keep up with the demand for currently defined core PA|PG|PC services, the likely result would be increased homelessness, abuse and neglect, including financial theft and exploitation, increase of non-restorable criminal offenders released directly to the community, as well as increased unmet medical and psychiatric needs for cognitively and psychiatrically impaired adult Californians.

Mono County has seen an increase in referrals for seniors who are cognitively impaired, as well as those who are gravely disabled. In addition, the needs of currently conserved persons in our county have increased in recent years. As the population continues to age, we anticipate a continued increase in referrals.

We believe the provision of State funding to annually augment, not supplant, current county spending by 35%, \$68 million, will solidify statewide PA|PG|PC services to currently identified core populations ensuring consistent services throughout the State. Additionally, enhanced spending will allow counties to increase staffing so as to reduce caseload sizes; provide more intensive case management enabling more stable long-term treatment outcomes; provide more timely emergency services to cognitively and psychiatrically impaired adults and client assets at risk of loss or theft.

For these reasons, Mono County urges your support.

Sincerely,

John Peters,
Chair, Mono County Board of Supervisors

cc: Scarlet Hughes, Executive Director CA PA|PG|PC
Farrah McDaid Ting, California State Association of Counties



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2019

Departments: Board of Supervisors

TIME REQUIRED

SUBJECT Mono Arts Council - California Arts Council's State-Local Partnership Program

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

The State-Local Partnership program provides general operating support and technical assistance for county-designated local arts agencies. The purpose of the SLP program is to foster cultural development on the local level through a partnership between the State and the counties of California.

RECOMMENDED ACTION:

Approve resolution R19-___, Naming Mono Arts Council as Mono County's State-Local Partner for the California Arts Council's State-Local Partnership Program.

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 |
| Staff Report |
| Resolution |

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 4/11/2019 9:07 AM | County Administrative Office | Yes |

4/9/2019 4:09 PM

County Counsel

Yes

4/11/2019 1:19 PM

Finance

Yes



Jennifer Halferty ~ District One Fred Stump ~ 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) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

April 16, 2019

To: Board of Supervisors

From: Kristin Reese, Executive Director of Mono Arts Council

Subject: Mono Arts Council update; Resolution naming Mono Arts Council as Mono County's State – Local Partner for the California Arts Council's State-Local Partnership Program (SLPP)

Discussion:

Mono Arts Council's mission is to facilitate and encourage art appreciate through education, advocacy and art-inspired programs and events. Mono Arts Council (MAC) provides arts education programs in Mono County schools as well as summer and after-school arts camps and activities. MAC also produces arts festivals, including the Mammoth Lakes Labor Day Festival of the Arts, which will be celebrating its 50th anniversary this year.

The State-Local Partnership (SLP) program is rooted in the California Arts Council's (CAC) vision of strong, sustained public support for the arts. It embodies the CAC's beliefs that the arts are a societal cornerstone that bring people together and build community, and that the CAC has a role to play in increasing access to the arts for Californians who live or work in areas where the arts are scarce, nonexistent, or vulnerable. The State-Local Partnership program provides general operating support and technical assistance for county-designated local arts agencies. The purpose of the SLP program is to foster cultural development on the local level through a partnership between the State and the counties of California. The nature of this partnership includes funding, information exchange, cooperative activities, and leadership. The partnership enables individuals, organizations, and communities to create, present, and preserve the arts of all cultures to enrich the quality of life for all Californians. A local arts agency is defined as the official county-designated organization that supports arts and cultural activity in service to individuals and communities throughout an entire county. Local arts agencies provide financial support, services, or other programming to a variety of arts organizations, individual artists, and the community as a whole. A local arts agency can be an agency of local government, a nonprofit organization, or a hybrid of the two.

Recommended Action:

Approve a resolution naming Mono Arts Council as Mono County's State-Local Partner for the California Arts Council's State-Local Partnership Program.

Fiscal Impact:

None.



R19-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS DESIGNATING MONO ARTS COUNCIL
AS THE LOCAL PARTNER FOR THE CALIFORNIA ARTS COUNCIL'S
STATE-LOCAL PARTNERSHIP PROGRAM (SLPP)
AND SUPPORTING MONO COUNCIL FOR THE ART'S COUNCIL'S
2019-2020 GRANT APPLICATION**

WHEREAS, the California Arts Council, a state agency that advances California through the arts and creativity, has created the State-Local Partnership Program (SLPP) in order to foster cultural development on the local level through a partnership between the State and the counties of California. The partnership is established between the California Arts Council and the State's local arts agencies. The nature of this partnership includes funding, information exchange, cooperative activities, and leadership to stimulate and enable individuals, organizations, and communities to create, present, and preserve the arts of all cultures to enrich the quality of life for all Californians; and,

WHEREAS, the Mono County Board of Supervisors wishes to designate the Mono Arts Council (MAC), a nonprofit organization whose mission is to facilitate and encourage art appreciate through education, advocacy and art-inspired programs and events, as the official partner of the SLPP and to authorize and support MAC's 2019-2020 SLEPP grant application.

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

3 **SECTION ONE:** The Mono Arts Council (MAC) is hereby designated as the official
4 partner of the State Local Partnership Program; and,

5 **SECTION TWO:** MAC is authorized to submit a 2019-2020 grant application to the
6 State-Local Partnership Program and such application is supported by Mono County.
7

8 **PASSED, APPROVED and ADOPTED** this 17th day of April, 2019, by the following
9 vote, to wit:

10
11 **AYES:**

12 **NOES:**

13 **ABSENT:** Supervisor Halferty.

14 **ABSTAIN:**
15
16
17

18
19 John Peters, Chair
Mono County Board of Supervisors

20
21 **ATTEST:**

APPROVED AS TO FORM:

22
23
24
25 Scheereen Dedman, Senior Deputy
Clerk of the Board

26
27
28
29
30
31
32 Stacey Simon
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2019

TIME REQUIRED

SUBJECT

State Water Resources Control
Board Notice of Petitions for
Temporary Urgency Change of the
City of Los Angeles, Department of
Water and Power

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

California State Water Resources Control Board notice of petitions for temporary urgency change for licenses 10191 and 10192 (applications 8042 and 8043) of the City of Los Angeles, Department of Water and Power for Rush Creek, Lee Vining Creek, Parker Creek, and Walker Creek.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Notice](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 4/11/2019 9:14 AM | County Administrative Office | Yes |
| 4/8/2019 3:47 PM | County Counsel | Yes |
| 4/11/2019 2:11 PM | Finance | Yes |

State Water Resources Control Board

NOTICE OF PETITIONS FOR TEMPORARY URGENCY CHANGE FOR LICENSES 10191 AND 10192 (APPLICATIONS 8042 AND 8043) OF THE CITY OF LOS ANGELES, DEPARTMENT OF WATER AND POWER

COUNTY: MONO STREAM SYSTEMS: RUSH CREEK, LEE VINING CREEK,
PARKER CREEK, AND WALKER CREEK

On January 24, 2019, the State Water Resources Control Board (State Water Board) received Temporary Urgency Change Petitions (TUCPs) pursuant to California Water Code section 1435 from the City of Los Angeles Department of Water and Power (LADWP) requesting approval of temporary changes to water right Licenses 10191 and 10192 (Applications 8042 and 8043). On March 22, 2019, the State Water Board received proposed amendments to the TUCPs from LADWP. With the amended TUCPs, LADWP requests authorization to temporarily deviate from Stream Restoration Flow requirements as outlined in the State Water Board’s Decision 1631 and Order 98-05 for Rush, Lee Vining, Parker, and Walker Creeks and instead follow the Stream Ecosystem Flows (SEFs) in the Draft Amended Licenses 10191 and 10192. The proposed amendments to the TUCPs will cover the appropriate water-year type from the date of the approved TUCP Order and ending on September 30, 2019. The purpose of the temporary changes to the flow requirements are to collect data, and to test and evaluate the effects on resources from the implementation of the Rush Creek SEFs.

The petitions request the following changes:

1. Rush Creek - The Mono Basin’s April 1st forecast for Runoff Year (RY) 2019-2020 is not yet available; however, it is projected that RY2019-2020 will be either an Extreme-Wet, Wet, or Wet/Normal water-year type. Rush Creek’s SEFs will be set to the appropriate water-year type and follow either Table 1A for an Extreme-Wet, Table 1B for a Wet, or Table 1C for a Wet/Normal water-year type.
2. Lee Vining Creek – The SEFs for Lee Vining Creek will follow Table 2A for an Extreme-Wet, Wet, or Wet/Normal water-year type.
3. Parker Creek – All flow will be continuously bypassed.
4. Walker Creek - All flow will be continuously bypassed.

Summary of Existing Licenses 10191 and 10192

| | |
|------------------------|--|
| Sources: | (1) Lee Vining Creek, (2) Walker Creek, (3) Parker Creek, (4) Rush Creek |
| Points of Diversion: | (1) NE¼ of NW¼ of Section 20, T1N, R26E; (2) NW¼ of NW¼ of Section 4, T1S, R26E; (3) SW¼ of NW¼ of Section 9, T1S, R26E; (4) NW¼ of NW¼ of Section 15, T1S, R26E, all within MDB&M |
| Points of Rediversion: | Grant Lake - SW¼ of NW¼ of Section 15, T1S, R26E; Long Valley Reservoir - SE¼ of NW¼ of Section 19, T4S, R30E; Tinemaha Reservoir - NE¼ of NW¼ of Section 26, T10S, R34E; Los Angeles Aqueduct Intake - NE¼ of SW¼, T11S, R34E; and Haiwee Reservoir - SW¼ of NE¼ of Section 2, T21S, R37E, all within MDB&M |
| Amount: | 16,000 acre-feet per annum |

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

| | |
|------------------|--|
| Season: | January 1 through December 31 |
| Purposes of Use: | Municipal and Power |
| Place of Use: | Within the service area of the Department of Water and Power, City of Los Angeles, as shown on map filed with the State Water Board. |

LADWP's TUCPs, SEF Tables, and related project information can be viewed at:
http://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/transfers_tu_notices/index.shtml.

Pursuant to California Water Code section 1438(a), the State Water Board may issue a temporary change order in advance of public notice.

Pursuant to California Water Code section 1438(d), any interested person may file an objection to the TUCPs. The procedure for addressing an objection is described in Water Code section 1438. Objections filed in response to this notice should be submitted to the persons listed below and must be received by 4:30 p.m. on **May 6, 2019**.

Send objections to both:

Steve Marquez
Petition and Licensing Unit
Division of Water Rights
P.O. Box 2000
Sacramento, CA 95812
steve.marquez@waterboards.ca.gov

Clarence Martin
City of Los Angeles
Department of Water and Power
300 Mandich Street
Bishop, CA 93514
clarence.martin@ladwp.com

For more information regarding this project, including procedures for filing objections, please contact Steve Marquez at (916) 341-5350 or steve.marquez@waterboards.ca.gov.

DATE OF NOTICE: April 5, 2019



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2019

Departments: Public Works

TIME REQUIRED 30 minutes (20 minute presentation, 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Tony Dublino, Director of Public Works

SUBJECT Civic Center Update

AGENDA DESCRIPTION:

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

Update on the current status of the Mono County Civic Center project to be located on Sierra Park Road in Mammoth Lakes.

RECOMMENDED ACTION:

Informational only. Provide direction to staff, if needed.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5459 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| Click to download |
| <input type="checkbox"/> Staff Report |
| <input type="checkbox"/> Exhibit A - Level 1 |
| <input type="checkbox"/> Exhibit A - Level 2 |
| <input type="checkbox"/> Exhibit B - VE Spreadsheet |

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 4/11/2019 9:19 AM | County Administrative Office | Yes |

4/9/2019 4:17 PM

County Counsel

Yes

4/11/2019 2:32 PM

Finance

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: April 16, 2019
To: Honorable Chair and Members of the Board of Supervisors
From: Tony Dublino, Director of Public Works
Subject: Mono County Civic Center – Monthly Update

The following information is intended to inform the Board and the public about the current status of the Civic Center project.

Current Status

Permit

The Building Permit for the Civic Center (phase 1 of 3) was issued by Mono County on April 2. The permit was issued after obtaining approvals for this phase of work from the Town of Mammoth Lakes Planning and Engineering Divisions, the Mammoth Lakes Fire District and the Mammoth Community Water District.

Construction

Snow was removed from the site during the last 2 weeks of March, and construction crews mobilized to the site on April 8th. Excavation and compaction of the building site is currently underway.

Interagency Coordination

As additional phases of plans are submitted, the County project team will be reaching out to Town staff, MLFD and MCWD for additional reviews, comments and approvals.

As a part of that effort, the County will likely enter into a Development Agreement with MCWD to ensure the requisite easement adjustments are made. This effort will involve additional coordination with the Town and Southern Mono Healthcare District, as each party has an interest in the final location of utility infrastructure on the property.

Design

The final floor plans of the building have been developed and are attached as “Exhibit A” to this staff report. These plans were the result of consultations with departments that began over 2 years ago by visioning department-sized blocks of space, based on projected numbers of employees and offices.

By August 2018, these ‘blocks’ were refined into individual offices and circulated among departments. Dozens of changes resulted from that first round of input.

In January 2019, the architects prepared an 'open floor plan' concept for the entire building that was shopped around to Departments in February 2019. Each department was given the opportunity to respond to the concept, and to provide specific department mandates for privacy/confidentiality that justified private offices. The result was that almost all departments ended up with some percentage of open floor plan within their offices, thereby reducing project cost and increasing future flexibility.

Final drafts were prepared in March 2019 and walk-throughs were scheduled with each department to compare the final draft against their current operation, and to determine any remaining opportunities for improved adjacencies and operational efficiencies. This resulted in additional refinements, with final floor plans delivered on March 29.

Budget

Budget continues to be a major focus of this project. County staff is meeting regularly with the design-build team (Roebbelen Construction) to review project estimates, which are becoming increasingly clear as plans are finalized, and bids are received for various parts of the work. To date, some bids received have been under the estimated amounts (elevators), some have been at the estimated amount (earthwork), and some have been over the estimated amount (drywall)

According to the most current estimate, the project is currently over-budget by 4%, or \$856,000. This overage includes \$655,000 in contingency, so without contingency the project is estimated to be over budget by \$201,000.

To eliminate this overage, staff has met with the design-build team to discuss opportunities for controlling costs on the project, through the 'value engineering' process. This process involves a presentation by the design-build team on what aspects of the building can be changed in order to save costs. The current design includes a high level of aesthetic details (soffits, wood treatments) and quality of components (windows, doors, fixtures), and numerous other details that can be modified to reduce costs, as necessary.

Exhibit "B" is the "Value Engineering Spreadsheet" County staff has been evaluating to determine changes that can be made. So far, this effort has resulted in the decrease of approximately \$705,000 in estimated costs. Another \$936,000 of potential opportunities have been identified and may be accepted if necessary. Staff is committed to continuing to identify reasonable and necessary changes that will ensure the project will not exceed the \$20.5m budget.

Schedule

The project is currently behind schedule by one week. Site work was scheduled to begin on April 1 – it began on April 8th.

Phase two plan submittal for the 'Core and Shell,' and Phase three for 'Interior Finish and Sitework,' will follow. The scheduled date for substantial completion of the project remains February 2020.

If you have any questions regarding this item, please contact Tony Dublino at tdublino@mono.ca.gov (760) 932-5459.

Respectfully submitted,



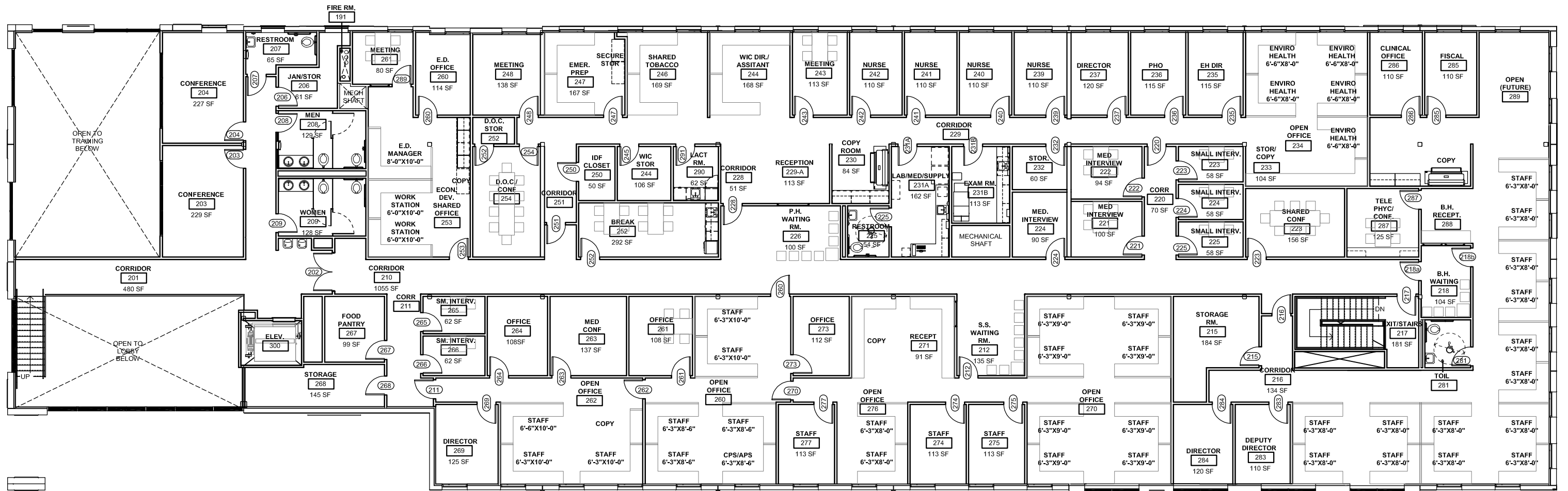
Tony Dublino / Director of Public Works

attachments:

Exhibit A – Level One and Level Two Floor Plans

Exhibit B – Value Engineering Spreadsheet





| Item # | VE Description | Total | Accepted | Declined | Undecided | Accepted | Declined | Undecided |
|--------|--|--------------|----------|----------|-----------|-----------------|----------|-------------|
| | Non Program Changes | \$ - | | | | | | |
| 1 | Reduce Soffits and Ellipse in Corridors | \$ (5,400) | x | | | \$ (5,400.00) | | |
| 2 | Eliminate Soffits in Training Rooms | \$ (4,500) | x | | | \$ (4,500.00) | | |
| 3 | Add Storefront at North and West side of Building in lieu of Curtainwall in Conference Rooms | \$ (49,400) | x | | | \$ (49,400.00) | | |
| 4 | South Elevation Gable to have reduced storefront and replace with concrete | \$ (27,200) | x | | | \$ (27,200.00) | | |
| 6 | Eliminate Epic and Cellular Deck | \$ - | x | | | \$ - | | |
| 7 | Fixed Windows in lieu of Operable Windows | \$ (93,500) | | | x | | | \$ (93,500) |
| 8 | Remove Pendant lights from conference room | \$ (14,000) | x | | | \$ (14,000.00) | | |
| 9 | Add Plumbing to walk off mat | | | x | | | \$ - | |
| 11 | Eliminate wood trim at training room and lobby | \$ (56,344) | x | | | \$ (56,343.75) | | |
| 12 | Eliminate Wood Trim at exterior entry canopy | \$ (134,094) | x | | | \$ (134,093.75) | | |
| 13 | Provide Cable Railing in Lieu of Glass | \$ (50,000) | x | | | \$ (50,000.00) | | |
| 14 | Eliminate the Entry Paving and Parking off Sierra Park Road | \$ - | | x | | | \$ - | |
| 15 | Eliminate ADA Access & Walkway Lighting off Sierra Park Road and ADD, ADA Access to Thompson Way | \$ (94,192) | x | | | \$ (94,192.00) | | |
| 16 | Eliminate Lighting Fixtures (infrastructure to remain) | \$ (23,767) | x | | | \$ (23,767.00) | | |
| 17 | Eliminate the Rework of Thompson Way | \$ (33,680) | | | x | | | \$ (33,680) |
| 18 | Remove the Extended Roof at the Mech Yard / Picnic Area | \$ (25,144) | x | | | \$ (25,144.00) | | |
| 19 | Remove Covered Walkway at the East end of the building | \$ (37,002) | x | | | \$ (37,002.00) | | |
| 20 | Remove Generator Yard (Equipment to Remain) | \$ (95,890) | x | | | \$ (95,890.00) | | |
| 21 | Remove 1st Shower | \$ (11,500) | | | x | | | \$ (11,500) |
| 22 | Remove 2nd Shower | \$ (11,500) | | | x | | | \$ (11,500) |

| | | | | | | | | |
|----|---|----------------|---|---|---|-----------------|------|--------------|
| 1 | Shell a Department | \$ (126,915) | | | x | | | \$ (126,915) |
| 2 | Reduce Doors and Walls for Open Office | \$ (267,905) | | | x | | | \$ (267,905) |
| 3 | Eliminate added Meeting Rooms | \$ (67,350) | | | x | | | \$ (67,350) |
| 4 | Remove Bullet Proof Glass | \$ (46,200) | x | | | \$ (46,200.00) | | |
| 5 | Omit Clean Agent fire suppression | \$ (42,000) | x | | | \$ (42,000.00) | | |
| 6 | Omit FRP and Add Tile to Bathroom walls | | | x | | | \$ - | |
| 7 | Eliminate Security System | \$ (144,000) | | | x | | | \$ (144,000) |
| 8 | Eliminate Card Readers | \$ (52,391) | | | x | | | \$ (52,391) |
| 9 | Replace Building Metal Roof with Composite Shingles | \$ (115,000) | | | x | | | \$ (115,000) |
| 10 | Replace Canopy Roof with Composite Shingles | \$ (12,500) | | | x | | | \$ (12,500) |
| | | \$ - | | | | | | |
| | TOTALS | \$ (1,641,374) | | | | \$ (705,132.50) | | \$ (936,241) |



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2019

Departments: Public Works

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Matthew Paruolo, Eastern Sierra
Sustainable Recreation Coordinator

SUBJECT Eastern Sierra Sustainable
Recreation Partnership Update

AGENDA DESCRIPTION:

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

Brief update on the activities of the Eastern Sierra Sustainable Recreation Coordinator.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino / Matthew Paruolo

PHONE/EMAIL: x5459 / tdublino@mono.ca.gov / mparuolo@mammothlakesrecreation.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--|
| <p>Click to download</p> <p>No Attachments Available</p> |
|--|

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 4/11/2019 9:01 AM | County Administrative Office | Yes |
| 4/11/2019 9:45 AM | County Counsel | Yes |
| 4/11/2019 1:07 PM | Finance | Yes |



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2019

Departments: Public Works

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Tony Dublino

SUBJECT Transfer of Surplus Vehicle to Mammoth Lakes Recreation

AGENDA DESCRIPTION:

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

Request for Board findings and authorization to transfer a surplus vehicle (Jeep Liberty) to Mammoth Lakes Recreation in support of the Eastern Sierra Sustainable Recreation Coordinator efforts.

RECOMMENDED ACTION:

1. Approve transfer of 2003 Jeep Liberty Sport 4x4 to Mammoth Lakes Recreation and make findings that such transfer serves the public purpose due to the need for a vehicle to carry out the County's interests with the position, and the willingness of the Town of Mammoth Lakes to offset a significant portion of the vehicle's cost. 2. Authorize the Public Works Director to prepare, process, and execute applicable documents on behalf of Mono County to transfer ownership of Unit #0942, VIN#1J4GL48K03W684398 to Mammoth Lakes Recreation.

FISCAL IMPACT:

None expected. The reduction in the County's share of incidental costs is expected to offset any revenue that may be obtained at auction.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5459 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| <p>Click to download</p> <p> Staff Report</p> |
|---|

History

Time

Who

Approval

| | | |
|-------------------|------------------------------|-----|
| 4/11/2019 9:00 AM | County Administrative Office | Yes |
| 4/11/2019 9:44 AM | County Counsel | Yes |
| 4/11/2019 1:06 PM | Finance | Yes |



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

Date: April 16, 2019

To: Honorable Chair and Members of the Board of Supervisors

From: Tony Dublino, Director of Public Works Director

Subject: Motor Pool - Donation of Surplus Vehicle to Mammoth Lakes Recreation

Recommended Action:

1. Find that the donation of a 2003 Jeep Liberty Sport 4x4; Unit #0942, VIN#IJ4GL48K03W684398, (the "Vehicle") to Mammoth Lakes Recreation as described in this staff report supports the public purposes of enhancing the local economy, improving recreational experiences for residents and visitors and providing educational and service opportunities that enhance and protect the local environment.
2. Approve donation of the Vehicle to Mammoth Lakes Recreation.
3. Authorize the Public Works Director to prepare, process, and execute applicable documents on behalf of Mono County to transfer ownership of the Vehicle to Mammoth Lakes Recreation.

Fiscal Impact:

None expected. The reduction in the County's share of in related incidental costs (reduction in the amount of \$2,200) is expected to offset any revenue that would otherwise be obtained at auction.

Discussion:

Mono County's economy is largely supported by tourism and recreation, much of which occurs on federal lands within and adjacent to the County. Recently, the budgets of federal agencies managing these lands have decreased, negatively impacting their ability to maintain services and facilities that are critical to visitor experience – such as clean and stocked restrooms, adequate brochures and educational materials, and other visitor services.

To alleviate this situation, Mono County entered into an agreement with the Town of Mammoth Lakes and Mammoth Lakes Recreation (MLR) in 2018 to establish the Eastern Sierra Recreation Coordinator position within MLR (the "Coordinator") to serve as a liaison between federal land management agencies and local government. It is the job of the Coordinator to identify, identify funding sources for and/or facilitate projects that improve the visitor experience on local federal lands, thereby encouraging and enhancing tourism to Mono County, creating local jobs and supporting the County's rural economy, environment and infrastructure.

Without a vehicle, the Coordinator's ability to reach the outlying parts of the County is greatly constrained, which negatively impacts his ability to perform countywide outreach and education, which is one of the primary objectives of the position. Mammoth Lakes Recreation does not have the capacity to purchase an additional vehicle at this time.

The County has several surplus vehicles available which it could donate to MLR for these purposes, including a 2003 Jeep Liberty Sport 4x4 which would meet the needs of the Coordinator. Because the Coordinator is not a County employee, he may not drive a County Motor Pool vehicle.

The County has surplus Jeep Liberty(s) at this time that are destined for auction this fall. The County has recent history of selling Jeep Liberty(s) at auction, where they have brought \$2,100-\$2,300. The Town of Mammoth Lakes has agreed to offset the value of the vehicle by funding vehicle-related incidentals until the vehicle value of \$2,200 is reached, at which time the incidentals would be divided between the Town and the County.

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

Respectfully submitted,



Tony Dublino
Director of Public Works



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2019

Departments: CAO; Human Resources

TIME REQUIRED 2 hours

**PERSONS
APPEARING
BEFORE THE
BOARD**

Leslie Chapman, Dave Butters

SUBJECT Compensation Study Results and
Proposed Salary Adjustments for At-
Will Employees

AGENDA DESCRIPTION:

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

Presentation regarding the Compensation Study methodology and results, along with a request to renew or amend specified contracts for At-Will employees based on results of the study.

RECOMMENDED ACTION:

1. Conduct workshop regarding process, methodology and results of the countywide compensation study.
2. Announce the fiscal impact for each proposed contract and contract amendment as listed in Attachment C.
3. Adopt Resolutions approving employment contracts with Nate Greenberg as IT Director, Janet Dutcher as Finance Director, Gerald Frank as Assistant Finance Director - Treasurer/Tax Collector, Stephanie Butters as Assistant Finance Director - Auditor/Controller, David Butters as Human Resources Director and Jeff Simpson as Economic Development Manager. Authorize the Board Chair to execute said contracts on behalf of the County.
4. Approve amendments to the employment agreements of Tony Dublino, Robin Roberts, Wendy Sugimura, Stacey Simon, Karin Humiston, Sandra Pearce, Kathy Peterson, Chris Mokracek, Shannon Kendall, Alicia Vennos, Joe Blanchard, Jacob Sloane and Helen Nunn which implement revisions to compensation to reflect the results of the compensation study. Authorize the Board Chair to execute said contract amendments on behalf of the County.

FISCAL IMPACT:

The impact of these salary equity adjustments is \$163,824 to the General Fund and \$63,160 to Non-General Fund departments. This represents a 4.6% overall increase in At-Will contract expenditures and 5% is included in the current budget and in the 2019-20 budget request.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760.932.5414 / lchapman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| Click to download |
|---|
| Staff Report |
| Organizational Chart - Attachment A |
| Compensation Study Results - Attachment B |
| Salary Adjustment Summary - Attachment C |
| Stacey Simon Amendment |
| Nate Greengerg Contract |
| Janet Dutcher Contract |
| Tony Dublino Amendment |
| Robin Roberts Amendment |
| Wendy Sugimura Amendment |
| Karin Humiston Amendment |
| Sandra Pearce Amendment |
| Kathy Peterson Amendment |
| Dave Butters Contract |
| Chris Mokracek Amendment |
| Shannon Kendall Amendment |
| Alicia Vennos Amendment |
| Stephanie Butters Contract |
| Gerald Frank Contract |
| Joe Blanchard Amendment |
| Jacob Sloane Amendment |
| Helen Nunn Amendment |
| Jeff Simpson Contract |

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 4/12/2019 10:36 AM | County Administrative Office | Yes |
| 4/12/2019 11:23 AM | County Counsel | Yes |
| 4/12/2019 11:50 AM | Finance | Yes |



County of Mono

County Administrative Office

Dave Butters
Human Resources Director

Leslie L. Chapman
County Administrative Officer

Jay Sloane
Risk Manager

April 17, 2019

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources
Leslie Chapman, CAO

Subject: Compensation Study results and proposed salary adjustments for At-Will Employees

Recommendation:

1. Conduct workshop regarding process, methodology and results of the countywide compensation study.
2. Announce the fiscal impact for each proposed contract and contract amendment as listed in Attachment C.
3. Adopt Resolutions approving employment contracts with Nate Greenberg as IT Director, Janet Dutcher as Finance Director, Gerald Frank as Assistant Finance Director - Treasurer/Tax Collector, Stephanie Butters as Assistant Finance Director - Auditor/Controller, David Butters as Human Resources Director and Jeff Simpson as Economic Development Manager. Authorize the Board Chair to execute said contracts on behalf of the County.
4. Approve amendments to the employment agreements of Tony Dublino, Robin Roberts, Wendy Sugimura, Stacey Simon, Karin Humiston, Sandra Pearce, Kathy Peterson, Chris Mokrcek, Shannon Kendall, Alicia Vennos, Joe Blanchard, Jacob Sloane and Helen Nunn which implement revisions to compensation to reflect the results of the compensation study. Authorize the Board Chair to execute said contract amendments on behalf of the County.

Fiscal Impact: The impact of these salary equity adjustments is \$163,824 to the General Fund and \$63,160 to Non-General Fund departments. This represents a 4.6% overall increase in At-Will contract expenditures and 5% was included in the current budget and in the 2019-20 budget request.

Discussion: The results of the Mono County comprehensive compensation study, as presented, represent collaboration with County Administration and department heads, with input from their respective staffs. As you will see in the presentation and described below, there were three factors that were combined to provide results that staff is confident are fair, reflect Mono County's high cost of living, and affordable for the County.

In order to aide in the understanding of this report a few terms are defined here that will be used throughout the report.

Comparable Counties - These are the 15 California Counties which were selected to compare with Mono County wages.

Benchmark Positions - In a salary survey only a portion of the total Mono County work force positions are used to compare to other counties. A total of 60 benchmark positions were selected by department heads for this study.

Median Salary – The median salary is the central value in a set of data. It is different than the mean, which is the average. Median is recognized by statisticians a better measure of central tendency.

Cost of Living Factor – A cost of living factor was applied to the median salary of the comparable counties to acknowledge Mono County’s high cost of living. This is different than the cost of living adjustment (COLA) often referred to in labor contract negotiations.

Base Salary – This is the salary for a position without adding any additional compensation types or benefits.

Total Compensation – This is the total monetary cost to the county for any position. It includes base salary and additional benefit costs such as county contributions for medical, dental, vision, retirement, longevity, and Social Security/Medicare. Total Compensation was the amount used for comparison to other counties.

The Process:

Phase 1- Identifying Comparable Counties and Benchmark Positions

Originally, the County contracted with a well-known and respected provider of compensation analysis to provide a comprehensive salary survey to be used to set salaries countywide. They provided guidance on methodology and data collection. Their recommendation was to use 10 to 12 counties as an appropriate and typically sized comparable county set. The Mono County Board of Supervisors requested expansion of the list to 15 counties. CPS suggested that 40 to 50 benchmark positions was an adequate list for a county of our size. After our first round of meetings with department heads, we expanded the list of benchmark positions to 60 based on their needs and recommendations.

Comparable counties were selected through analysis and filtering of a comprehensive set of statistics including budgetary expenditures, population, and employee workforce size. The 15 comparable counties included Amador, Calaveras, Colusa, Glenn, Inyo, Lake, Lassen, Mariposa, Nevada, Plumas, Siskiyou, Sutter, Tehama, Trinity, and Tuolumne.

Phase 2 – Initial Data Analysis

In April 2018, the consulting firm produced the first draft of benchmark positions’ total compensation analysis for the 15 comparable counties. We initiated a series of meetings with department heads and key staff to review the data. Most of the departments did extensive and exceptional analysis of the data and many discrepancies were discovered. The most common differences included incorrect salaries, most

often due to COLA's that had not been captured, benchmark positions that were not good matches, and good matches that had not included.

Between data discrepancies and other difficulties getting timely corrections to the preliminary report, a decision was made to part ways with our consultants and recreate the survey by incorporating corrections to existing data based on departmental analysis. The more we studied the results, the more we realized that we were trying to make sense out of flawed data, which in hindsight was not surprising. Reliable results depend on Counties having consistently named positions, accurate and up-to-date job descriptions, and uniform methods for setting salaries, which isn't always the case. It was time to move forward and apply what we had learned to the County structure with an eye towards organizational equity, but first, the issue of the high cost of living in Mono County needed to be addressed.

Phase 3 – Cost of Living Analysis

While the comparable counties were similar in many attributes, we recognized from the outset that Mono County has a higher cost of living than most, and there is a need to compensate for that. We identified four sources of cost of living data for Mono County and were surprised that they varied from 1.6% to 19% when compared to the comparable counties. After extensive examination of the methodology and supporting data from these four sources, we selected Sperling, but replaced the median home value with data from the National Association of Realtors which reflected actual home sales as opposed to listing prices. This gave us reliable data for miscellaneous living expenses as well as the median home value for Mono County which is significant in its impact on the overall cost of living. Our analysis yielded an 11.3% cost of living factor compared to the 15 comparable counties selected for our survey. This factor was applied to the median total compensation for each of the benchmark positions. Again, other than those positions where there were good matches with comparable counties, the data by itself was not decisive for setting salaries, so the final step was to look at internal equity.

Phase 4 – Internal Equity

Internal equity is more important than market salary data in implementing a thoughtful compensation structure. With that in mind, it must be stressed that finding the median salary for benchmark positions and adding a cost of living factor did not, in most cases, provide us with a salary we could recommend to the Board. While some positions were good matches, such as County Counsel, Sheriff, District Attorney, and CAO, it wasn't until we started looking at how positions fit into the Mono County organizational structure that the pieces fell into place. By considering historic reasons for positions to be closely aligned, along with comparing departments' size and number of divisions, we were able to determine fair and equitable salaries for each contract position within parameters that are affordable to the County. See Attachment A for a color-coded Mono County Organizational Chart for a visual depiction of how positions relate to each other.

Phase 5- Implementation

Moving into the final steps, another round of departmental meetings were conducted. At-will contracts were discussed and the CAO recommendation was presented. Each departmental organization chart was considered, and benchmark positions were compared to existing salaries. Comparable positions within

departments and across similar departments were pointed out by department heads. Potential remedies in circumstances where there are recruitment and retention issues were contemplated. These discussions along with the results of the salary study, informed the CAO recommendations. The results of the compensation study for management and other contract positions are attached as Attachment B.

Today, the Board is being asked to approve the At-Will contracts as presented. The study revealed that some positions are fairly compensated, and except for two expired contracts that are being renewed at the current salary, those contracts are not included. See Attachment C for a summary of the contract and amendment requests.

Next Steps

Staff will finalize and compile salary change recommendations for the two remaining unions: Mono County Employee Association and Deputy Probation Officers Union. These recommendations will be presented to the unions and become part of negotiations.

Elected officials do not have contracts and are therefore not included in this request, but they may request that the Board approve an increase based on this study in separate agenda items.

Concluding Remarks

While it is not a realistic expectation that all employees will be satisfied with the results of a countywide salary restructure, we attempted to strike a balance between market compensation data, internal equity, and fiscal responsibility in making these recommendations. We hope that most employees feel they had an opportunity for input during the process and that the outcome was fair and equitable.

MONO COUNTY ELECTORATE

BOARD OF SUPERVISORS

COUNTY ADMINISTRATION
Leslie Chapman

COUNTY COUNSEL
Stacey Simon

ASSESSOR
Barry Beck

DISTRICT ATTORNEY
Tim Kendall

SHERIFF
Ingrid Braun

Victim-Witness

Boating

Coroner

Court Security

Emergency Services

Jail

Search & Rescue

Good Match

Similar- Group 1

Lg Single Purpose

Similar - Admin

Miscellaneous

ANIMAL CONTROL
Angelle Nolan

CLERK-RECORDER
Shannon Kendall

ECONOMIC DEVELOPMENT
Alicia Vennos

INFORMATION TECHNOLOGY
Nate Greenberg

PROBATION
Karin Humiston

PUBLIC WORKS
Tony Dublino

BEHAVIORAL HEALTH
Robin Roberts

COMMUNITY DEVELOPMENT
Wendy Sugimura

FINANCE
Janet Dutcher

EMS
Chris Mokracek

PUBLIC HEALTH
Sandra Pearce

SOCIAL SERVICES
Kathy Peterson

Human Resources

Risk Management

Mental Health Services Act

Alcohol and Other Drug Services

Elections

Clerk of the Board

Building Inspection

CDBG

Housing

Code Enforcement

Geothermal

Planning

Auditor-Controller

Treasurer-Tax Collector

Tourism

Fish Enhancement

Adult Probation

Juvenile Probation

Environmental Health

Bioterrorism

Health Education

Campgrounds

Engineering

Motor Pool

Solid Waste

Capital Improvement

Facilities

Road

Zones of Benefit

ETR

Foster Care

General Relief

County Of Mono

Attachment B - Compensation Study Results for Contract Personnel

| Benchmark Position | Mono Current Annual Salary | Median | COL Factor of 11.3% | Recommended Salary |
|---|----------------------------|---------|---------------------|--------------------|
| Good Matches for Department Heads | | | | |
| Admin. County Administrative Officer | 173,400 | 176,910 | 196,901 | 180,000 |
| Director Human Resources | 114,444 | 112,802 | 125,548 | 125,000 |
| Risk Manager | 85,680 | 78,324 | 87,175 | 92,000 |
| County Counsel | 162,300 | 149,008 | 165,846 | 165,000 |
| Assistant County Counsel | 127,920 | | | 127,920 |
| County Counsel Deputy II | 117,481 | 91,478 | 101,815 | 117,481 |
| County Counsel Deputy III | 117,481 | | | 117,481 |
| Public Works Director | 122,400 | 130,818 | 145,600 | 140,000 |
| County Engineer | 126,023 | | | 126,023 |
| Senior Engineer | 104,040 | | | 104,040 |
| Public Works Solid Waste Superintendent | 89,364 | 65,604 | 73,017 | 89,364 |
| Public Works Road Superintendent | 84,432 | 66,792 | 74,339 | 80,000 |
| Public Works Project Manager | 79,896 | 62,568 | 69,638 | 79,896 |
| Public Works Facility Superintendent | 98,397 | 67,956 | 75,635 | 100,000 |
| Large, Similar Size and Multiple Divisions | | | | |
| CDD - Community Development Director | 120,000 | 113,580 | 126,415 | 128,000 |
| CDD - Building Official | 84,000 | 91,056 | 101,345 | 90,000 |
| Probation Chief | 114,936 | 127,685 | 142,114 | 128,000 |
| Behavioral Health Director | 114,336 | 119,088 | 132,545 | 128,000 |
| Public Health Director | 114,444 | 105,227 | 117,117 | 128,000 |
| Environmental Health Manager | 102,420 | 89,463 | 99,573 | 102,420 |
| Social Services Director | 114,336 | 138,389 | 154,027 | 128,000 |
| Large, Single Purpose | | | | |
| Emergency Medical Services Chief | 110,160 | | | 120,000 |
| Similar Administration | | | | |
| IT Director | 114,180 | 121,780 | 135,541 | 150,000 |
| Finance Director | 145,656 | | | 145,656 |
| Finance - Auditor/Controller | 106,122 | | | 106,122 |
| Finance - Treasurer/Tax Collector | 93,636 | | | 100,000 |
| Miscellaneous | | | | |
| County Clerk/Recorder/Registrar | 101,124 | 104,516 | 116,326 | 116,000 |
| Asst. County Clerk/Recorder/Registrar | 84,900 | 76,476 | 85,118 | 88,000 |
| Economic Development Director | 104,472 | | | 116,000 |
| Economic Development Director Asst. | 70,527 | | | 88,000 |
| Contracts Under Elected Officials | | | | |
| Assistant DA | 127,920 | | | 127,920 |
| Deputy District Attorney III | 117,480 | | | 117,480 |
| DA Chief Investigator | 115,200 | 85,631 | 95,308 | 115,200 |
| DA Investigator II | 103,680 | | | 103,680 |
| Assessor Assistant | 101,496 | 83,068 | 92,455 | 101,496 |

Note: Empty Cells designate no comparable matches or positions were not benchmarked

Attachment C - Recommended Salaries

| Position | Recommended Salary | Fiscal Impact | |
|---------------------------------------|--------------------|---------------|------------------|
| | | General Fund | Non-General Fund |
| County Counsel | 165,000 | 3,039 | - |
| IT Director | 150,000 | 40,315 | - |
| Finance Director | 145,656 | - | - |
| Public Works Director | 140,000 | 9,905 | 9,904 |
| Behavioral Health Director | 128,000 | - | 15,381 |
| CDD - Community Development Director | 128,000 | 9,004 | - |
| Probation Chief | 128,000 | 16,118 | - |
| Public Health Director | 128,000 | - | 15,381 |
| Social Services Director | 128,000 | - | 15,381 |
| Admin Director Human Resources | 125,000 | 11,882 | - |
| Emergency Medical Services Chief | 120,000 | 11,723 | - |
| County Clerk/Recorder/Registrar | 116,000 | 16,743 | - |
| Economic Development Director | 116,000 | 12,975 | - |
| Finance - Auditor/Controller | 106,121 | - | - |
| Finance - Treasurer/Tax Collector | 100,000 | 7,162 | - |
| Public Works Facility Superintendent | 100,000 | 1,804 | - |
| Admin Risk Manager | 92,000 | | 7,113 |
| County Clerk/Recorder/Registrar Asst. | 88,000 | 3,489 | - |
| Economic Development Director Asst. | 88,000 | 19,665 | - |

Total Fiscal Impact

| | |
|----------------|---------------|
| 163,824 | 63,160 |
|----------------|---------------|

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT RE EMPLOYMENT OF STACEY SIMON**

This Agreement and First Amendment is entered into this 17th day of April 2019, by and between Stacey Simon ("Employee") and the County of Mono (referred to collectively as the "Parties") for the purpose of amending that certain Agreement re Employment of Stacey Simon.

I. RECITALS

- A. The County currently employs Employee in accordance with an employment agreement entered into on or about September 13, 2017 (the "Agreement").
- B. The Parties wish to amend the Agreement to effectuate a change in Employee's compensation as set forth below.

II. AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

- 1. The first sentence of Section 3 of the Agreement is amended to read as follows:
"Effective May 1, 2019, Employee's base salary shall be \$13,750 per month."
- 2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The Parties hereby execute this Agreement as of the date written above.

EMPLOYEE

THE COUNTY OF MONO

Stacey Simon

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel



R19-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING THE EMPLOYMENT AGREEMENT OF
NATE GREENBERG**

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 Employment Agreement of Nate Greenberg, 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 of Mr. Greenberg. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED, APPROVED and ADOPTED this 17th day of April, 2019, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

John Peters, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

AGREEMENT REGARDING EMPLOYMENT OF NATE GREENBERG

This Agreement is entered into this 17th day of April 2019, by and between Nate Greenberg and the County of Mono.

I. RECITALS

The County wishes to continue to employ Mr. Greenberg as its director of Information Technology ("IT Director") on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Greenberg wishes to accept such continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall May 1, 2019, until April 30, 2022, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Greenberg in writing no later than October 31, 2021, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Greenberg shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Mr. Greenberg that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Greenberg as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
2. Commencing May 1, 2019, Mr. Greenberg shall continue to be employed by Mono County as IT Director, serving at the will and pleasure of the County Administrative Officer in accordance with the terms and conditions of this Agreement. Mr. Greenberg accepts such employment. The County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Mr. Greenberg's employment.
3. Effective May 1, 2019, Mr. Greenberg's salary shall be \$12,500 per month and composed of two components. Firstly, for the duties of IT Director, Mr. Greenberg shall be paid a monthly salary of \$11,250 and an additional amount of \$1,250 per month for the performance of specified extraordinary duties beyond the IT Director's responsibilities as set forth in Attachment A to this

Agreement, which is incorporated by this reference.. The Board may unilaterally increase Mr. Greenberg' s compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect to Mr. Greenberg' s salary. During such negotiations, the County shall consider and discuss the issue of increased compensation with Mr. Greenberg in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Mr. Greenberg shall earn and accrue vacation and sick leave in accordance with the County's 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 year of service under this Agreement. Mr. Greenberg 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.
5. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Greenberg' s full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Greenberg 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 applicable to PERS members whose membership preceded the passage of the Public Employees' Pension Reform Act of 2013 (PEPRA) (currently 2.7% at 55), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.

7. Mr. Greenberg 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 personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Greenberg 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. Greenberg'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 provide for its other part-time employees.
8. Consistent with the "at will" nature of Mr. Greenberg's employment, the County Administrative Officer may terminate Nate Greenberg'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. Mr. Greenberg 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, 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 County Administrative Officer may, in his or her discretion, take during Mr. Greenberg's employment.
9. On or before the effective date of any such termination without cause, Mr. Greenberg shall receive as severance pay a lump sum equal to six months salary or to the extent that fewer than six full calendar months remain (as of its effective date) before this Agreement would have expired, Mr. Greenberg shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Greenberg shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Greenberg that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall

the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Mr. Greenberg shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline him on or about the time he gives his notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in the Mono County Personnel Rules or any successor provision, as the same may be amended from time to time. Mr. Greenberg 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. Greenberg 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. Greenberg shall not be entitled to any severance pay or 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 Nate Greenberg. Consistent with Mr. Greenberg's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Greenberg 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. Greenberg's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
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. Greenberg'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. Greenberg'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.

Greenberg 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. Greenberg is convicted of a crime involving abuse of office or position.

14. Mr. Greenberg acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Greenberg 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 as of the date first written above.

EMPLOYEE

THE COUNTY OF MONO

Nate Greenberg

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

ATTACHMENT A

NATE GREENBERG – Additional Responsibilities

The following are additional responsibilities, outside of those covered in the Information Technology Director job description, which are being performed by the incumbent Nate Greenberg.

1. Regional Interoperable Radio Communication System Planning

Work collaboratively with the County, Town of Mammoth Lakes, and other regional stakeholders to develop a long-term plan regarding the design, construction, operations, and maintenance of a regional interoperable communications system. This includes but is not limited to issues pertaining to establishing a formal governance structure, oversight for technical design plans, and facets which will lead to the system being successfully constructed and maintained.

2. Countywide Strategic Planning & Performance Measurement

Facilitate and take responsibility for the Countywide Strategic Planning effort by coordinating with Department Heads, the County Administrative Officer, and Board of Supervisors. Assist with the development and implementation of a Performance Measurement system which provides transparency and clear analysis of progress made in Strategic Focus Areas.

3. Broadband Planning & Economic Development

Coordinate with various stakeholder and interested parties throughout the region to further the deployment of broadband within our communities and improve opportunities around economic development related to use of Digital 395 and associated opportunities.



R19-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING THE EMPLOYMENT AGREEMENT OF
JANET DUTCHER**

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 Employment Agreement of Janet Dutcher, 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 of Ms. Dutcher. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED, APPROVED and ADOPTED this 17th day of April, 2019, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

John Peters, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

AGREEMENT REGARDING EMPLOYMENT OF JANET DUTCHER

This Agreement is entered into this 17th day of May 2019, by and between Janet Dutcher and the County of Mono.

I. RECITALS

The County wishes to continue to employ Ms. Dutcher as the Director of Finance on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Dutcher wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall May 23, 2019, until May 22, 2022, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Dutcher in writing no later than November 22, 2021, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Dutcher shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Ms. Dutcher that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Dutcher as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
2. Commencing May 23, 2019, Ms. Dutcher shall continue to be employed by Mono County as Director of Finance, serving at the will and pleasure of the County Administrative Officer in accordance with the terms and conditions of this Agreement. Ms. Dutcher accepts such employment. The County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Ms. Dutcher' s employment.
3. Effective May 23, 2019, Ms. Dutcher' s salary shall be \$12,138 per month. The Board may unilaterally increase Ms. Dutcher' s compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect to Ms. Dutcher' s salary.

During such negotiations, the County shall consider and discuss the issue of increased compensation with Ms. Dutcher in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Ms. Dutcher shall earn and accrue vacation and sick leave in accordance with the County's 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 year of service under this Agreement. Ms. Dutcher 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.
5. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Dutcher's full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Dutcher 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 applicable to PERS members whose membership preceded the passage of the Public Employees' Pension Reform Act of 2013 (PEPRA) (currently 2.5% at 55), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Ms. Dutcher 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 personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Dutcher

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. Dutcher'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.

8. Consistent with the "at will" nature of Ms. Dutcher's employment, the County Administrative Officer may terminate Janet Dutcher'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. Dutcher understands and acknowledges that as an "at will" employee, she will not have permanent status, nor will her employment be governed by the County Personnel System, except to the extent that System is 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 County Administrative Officer may, in his or her discretion, take during Ms. Dutcher's employment.
9. On or before the effective date of any such termination without cause, Ms. Dutcher shall receive as severance pay a lump sum equal to six months salary or to the extent that fewer than six full calendar months remain (as of its effective date) before this Agreement would have expired, Ms. Dutcher shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Dutcher shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Dutcher that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Ms. Dutcher shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline her on or about the time she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in the Mono County Personnel Rules or any successor provision, as the same may be amended from time to time. Ms. Dutcher 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. Dutcher 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. Dutcher shall not be entitled to any severance pay or 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 Janet Dutcher. Consistent with Ms. Dutcher's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Dutcher may have accrued as of the effective date of this Agreement nor on her 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 Ms. Dutcher date of eligibility for or vesting of any non-salary benefits or for any other purpose.
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. Dutcher'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. Dutcher'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. Dutcher 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. Dutcher is convicted of a crime involving abuse of office or position.

14. Ms. Dutcher acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Dutcher 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 as of the date first written above.

EMPLOYEE

THE COUNTY OF MONO

Janet Dutcher

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT RE EMPLOYMENT OF TONY DUBLINO**

This Agreement and First Amendment is entered into this 17th day of April 2019, by and between Tony Dublino {"Employee"} and the County of Mono (referred to herein collectively as the "Parties") for the purpose of amending that certain Agreement re Employment of Tony Dublino.

I. RECITALS

- A. The County currently employs Employee in accordance with an employment agreement entered into on or about October 17, 2018 (referred to herein as the "Agreement").
- B. The Parties wish to amend the Agreement to effectuate a change in Employee's compensation as set forth below.

II. AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

- 1. The first sentence of Section 3 of the Agreement is amended to read as follows:
"Effective May 1, 2019, Employee's base salary shall be \$11,667 per month."
- 2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The Parties hereby execute this Agreement as of the date first written above.

EMPLOYEE

THE COUNTY OF MONO

Tony Dublino

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT RE EMPLOYMENT OF ROBIN ROBERTS**

This Agreement and First Amendment is entered into this 17th day of April 2019, by and between Robin Roberts ("Employee") and the County of Mono (referred to herein collectively as the "Parties") for the purpose of amending that certain Agreement re Employment of Robin Roberts.

I. RECITALS

- A. The County currently employs Employee in accordance with an employment agreement entered into on or about April 18, 2017 (referred to as the "Agreement").
- B. The Parties wish to amend the Agreement to effectuate a change in Employee's compensation as set forth below.

II. AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

- 1. The first sentence of Section 3 of the Agreement is amended to read as follows:
"Effective May 1, 2019, Employee's base salary shall be \$10,667 per month."
- 2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The Parties hereby execute this Agreement as of the date first written above.

EMPLOYEE

THE COUNTY OF MONO

Robin Roberts

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT RE EMPLOYMENT OF WENDY SUGIMURA**

This Agreement and First Amendment is entered into this 17th day of April 2019, by and between Wendy Sugimura ("Employee") and the County of Mono (referred to collectively as the "Parties") for the purpose of amending that certain Agreement re Employment of Wendy Sugimura.

I. RECITALS

- A. The County currently employs Employee in accordance with an employment agreement entered into on or about August 7, 2018 (referred to herein as the "Agreement").
- B. The Parties wish to amend the Agreement to effectuate a change in Employee's compensation as set forth below.

II. AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

- 1. The first sentence of Section 3 of the Agreement is amended to read as follows:
"Effective May 1, 2019, Employee's base salary shall be \$10,667 per month."
- 2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The Parties hereby execute this Agreement as of the date first written above.

EMPLOYEE

THE COUNTY OF MONO

Wendy Sugimura

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT RE EMPLOYMENT OF KARIN HUMISTON**

This Agreement and First Amendment is entered into this 17 day of April 2019, by and between Karin Humiston ("Employee") and the County of Mono (referred to collectively as the "Parties") for the purpose of amending that certain Agreement re Employment of Karin Humiston.

I. RECITALS

- A. The County currently employs Employee in accordance with an employment agreement entered into on or about October 16, 2018 (the "Agreement").
- B. The Parties wish to amend the Agreement to effectuate a change in Employee's compensation as set forth below.

II. AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

- 1. The first sentence of Section 3 of the Agreement is amended to read as follows:
"Effective May 1, 2019, Employee's base salary shall be \$10,667 per month."
- 2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The Parties hereby execute this Agreement as of the date first written above.

EMPLOYEE

THE COUNTY OF MONO

Karin Humiston

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT RE EMPLOYMENT OF SANDRA PEARCE**

This Agreement and First Amendment is entered into this 17th day of April 2019, by and between Sandra Pearce ("Employee") and the County of Mono (referred to collectively as the "Parties") for the purpose of amending that certain Agreement re Employment of Sandra Pearce.

I. RECITALS

- A. The County currently employs Employee in accordance with an employment agreement entered into on or about July 11, 2017 (referred to as the "Agreement").
- B. The Parties wish to amend the Agreement to effectuate a change in Employee's compensation as set forth below.

II. AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

- 1. The first sentence of Section 3 of the Agreement is amended to read as follows:
"Effective May 1, 2019, Employee's base salary shall be \$10,667 per month."
- 2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The Parties hereby execute this Agreement as of the date first written above.

EMPLOYEE

THE COUNTY OF MONO

Sandra Pearce

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT RE EMPLOYMENT OF KATHY PETERSON**

This Agreement and First Amendment is entered into this 17th day of April 2019, by and between Kathy Peterson ("Employee") and the County of Mono (referred to collectively as the "Parties") for the purpose of amending that certain Agreement re Employment of Kathy Peterson.

I. RECITALS

- A. The County currently employs Employee in accordance with an employment agreement entered into on or about November 14, 2017 (the "Agreement").
- B. The Parties wish to amend the Agreement to effectuate a change in Employee's compensation as set forth below.

II. AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

- 1. The first sentence of Section 3 of the Agreement is amended to read as follows:

"Effective May 1, 2019, Employee's base salary shall be \$10,667 per month."
- 2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The Parties hereby execute this Agreement as of the date first written above.

EMPLOYEE

THE COUNTY OF MONO

Kathy Peterson

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel



R19-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING THE EMPLOYMENT AGREEMENT OF
DAVE BUTTERS**

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 Employment Agreement of Dave Butters, 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 of Mr. Butters. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED, APPROVED and ADOPTED this 17th day of April, 2019, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

John Peters, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

AGREEMENT REGARDING EMPLOYMENT OF DAVE BUTTERS

This Agreement is entered into this 17th day of April 2019, by and between Dave Butters and the County of Mono.

I. RECITALS

The County wishes to continue to employ Mr. Butters as the Director of Human Resources on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Butters wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall May 1, 2019, until April 30, 2022, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Butters in writing no later than October 31, 2021, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Butters shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Mr. Butters that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Butters as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
2. Commencing May 1, 2019, Mr. Butters shall continue to be employed by Mono County as Director of Human Resources, serving at the will and pleasure of the County Administrative Officer in accordance with the terms and conditions of this Agreement. Mr. Butters accepts such employment. The County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Mr. Butters' s employment.
3. Effective May 1, 2019, Mr. Butters' s salary shall be \$10,417 per month. The Board may unilaterally increase Mr. Butters' s compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect to Mr. Butters' s salary. During such

negotiations, the County shall consider and discuss the issue of increased compensation with Mr. Butters in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Mr. Butters shall earn and accrue vacation and sick leave in accordance with the County's 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 year of service under this Agreement. Mr. Butters 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.
5. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Butters' full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Butters 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 applicable to PERS members whose membership preceded the passage of the Public Employees' Pension Reform Act of 2013 (PEPRA) (currently 2.0% at 62), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Mr. Butters 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 personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Butters

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. Butters' 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.

8. Consistent with the "at will" nature of Mr. Butters' employment, the County Administrative Officer may terminate Dave Butters' 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. Mr. Butters 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, 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 County Administrative Officer may, in his or her discretion, take during Mr. Butters' s employment.
9. On or before the effective date of any such termination without cause, Mr. Butters shall receive as severance pay a lump sum equal to six months salary or to the extent that fewer than six full calendar months remain (as of its effective date) before this Agreement would have expired, Mr. Butters shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Butters shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Butters that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Mr. Butters shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline him on or about the time he gives his notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in the Mono County Personnel Rules or any successor provision, as the same may be amended from time to time. Mr. Butters 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. Butters 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. Butters shall not be entitled to any severance pay or 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 Dave Butters. Consistent with Mr. Butters' s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Butters 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. Butters date of eligibility for or vesting of any non-salary benefits or for any other purpose.
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. Butters' 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. Butters' 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. Butters 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. Butters is convicted of a crime involving abuse of office or position.

14. Mr. Butters acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Butters 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 as of the date first written above.

EMPLOYEE

THE COUNTY OF MONO

Dave Butters

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT RE EMPLOYMENT OF CHRIS MOKRACEK**

This Agreement and First Amendment is entered into this 17th day of April 2019, by and between Chris Mokracek ("Employee") and the County of Mono (referred to collectively as the "Parties") for the purpose of amending that certain Agreement re Employment of Chris Mokracek.

I. RECITALS

- A. The County currently employs Employee in accordance with an employment agreement entered into on or about October 10, 2017 (the "Agreement").
- B. The Parties wish to amend the Agreement to effectuate a change in Employee's compensation as set forth below.

II. AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

- 1. The first sentence of Section 3 of the Agreement is amended to read as follows:
"Effective May 1, 2019, Employee's base salary shall be \$10,000 per month."
- 2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The Parties hereby execute this Agreement as of the date first written above.

EMPLOYEE

THE COUNTY OF MONO

Chris Mokracek

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT RE EMPLOYMENT OF SHANNON KENDALL**

This Agreement and First Amendment is entered into this 17th day of April 2019, by and between Shannon Kendall ("Employee") and the County of Mono (referred to collectively as the "Parties") for the purpose of amending that certain Agreement re Employment of Shannon Kendall.

I. RECITALS

- A. The County currently employs Employee in accordance with an employment agreement entered into on or about February 7, 2017 (referred to herein as the "Agreement").
- B. The Parties wish to amend the Agreement to effectuate a change in Employee's compensation as set forth below.

II. AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

- 1. The first sentence of Section 3 of the Agreement is amended to read as follows:
"Effective May 1, 2019, Employee's base salary shall be \$9,667 per month."
- 2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The Parties hereby execute this Agreement as of the date first written above.

EMPLOYEE

THE COUNTY OF MONO

Shannon Kendall

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT RE EMPLOYMENT OF ALICIA VENNOS**

This Agreement and First Amendment is entered into this 17th day of April 2019, by and between Alicia Vennos ("Employee") and the County of Mono (referred to collectively as the "Parties") for the purpose of amending that certain Agreement re Employment of Alicia Vennos.

I. RECITALS

- A. The County currently employs Employee in accordance with an employment agreement entered into on or about May 20, 2017 (the "Agreement").
- B. The Parties wish to amend the Agreement to effectuate a change in Employee's compensation as set forth below.

II. AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

- 1. The first sentence of Section 3 of the Agreement is amended to read as follows:
"Effective May 1, 2019, Employee's base salary shall be \$9,667 per month."
- 2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The Parties hereby execute this Agreement as of the date first written above.

EMPLOYEE

THE COUNTY OF MONO

Alicia Vennos

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel



R19-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING THE EMPLOYMENT AGREEMENT OF
STEPHANIE BUTTERS**

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 Employment Agreement of Stephanie Butters, 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 of Ms. Butters. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED, APPROVED and ADOPTED this 17th day of April, 2019, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

John Peters, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

AGREEMENT REGARDING RE-EMPLOYMENT OF STEPHANIE BUTTERS

This Agreement is entered into this 17th day of April 2019, by and between Stephanie Butters and the County of Mono.

I. RECITALS

The County wishes to continue to employ Ms. Butters as the Assistant Director of Finance, Auditor Controller on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Butters wishes to accept such continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall May 1, 2019, until April 30, 2022, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Butters in writing no later than October 31, 2021, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Butters shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Ms. Butters that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Butters as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
2. Commencing May 1, 2019, Ms. Butters shall continue to be employed by Mono County as Assistant Director of Finance, Auditor Controller, serving at the will and pleasure of the Director of Finance in accordance with the terms and conditions of this Agreement. Ms. Butters accepts such employment. The Director of Finance shall be deemed the "appointing authority" for all purposes with respect to Ms. Butters' s employment.
3. Effective May 1, 2019, Ms. Butters' s salary shall be \$8,844 per month. The Board may unilaterally increase Ms. Butters' s compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and

potential re-negotiation with respect to Ms. Butters' s salary. During such negotiations, the County shall consider and discuss the issue of increased compensation with Ms. Butters in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Ms. Butters shall earn and accrue vacation and sick leave in accordance with the County's 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 year of service under this Agreement. Ms. Butters 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.
5. To the extent deemed appropriate by the Director of Finance, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Butters' s full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Butters 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 applicable to PERS members whose membership preceded the passage of the Public Employees' Pension Reform Act of 2013 (PEPRA) (currently 2.7% at 55), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Ms. Butters 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 personal services to the County or, in the event of

any absence, upon her proper use of any accrued leave. Should Ms. Butters 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. Butters' 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.

8. Consistent with the "at will" nature of Ms. Butters' s employment, the Director of Finance may terminate Stephanie Butters' 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. Butters understands and acknowledges that as an "at will" employee, she will not have permanent status, nor will her employment be governed by the County Personnel System, except to the extent that System is 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 Director of Finance may, in his or her discretion, take during Ms. Butters' s employment.
9. On or before the effective date of any such termination without cause, Ms. Butters shall receive as severance pay a lump sum equal to six months salary or to the extent that fewer than six full calendar months remain (as of its effective date) before this Agreement would have expired, Ms. Butters shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Butters shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Butters that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Ms. Butters shall not be entitled to any severance pay in the event that the Director of Finance has grounds to discipline her on or about the time she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in the Mono County Personnel Rules or any successor provision, as the same may be amended from time to time. Ms. Butters 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. Butters 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. Butters shall not be entitled to any severance pay or 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 Stephanie Butters. Consistent with Ms. Butters' s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Butters may have accrued as of the effective date of this Agreement nor on her 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 Ms. Butters date of eligibility for or vesting of any non-salary benefits or for any other purpose.
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. Butters' 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. Butters' 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. Butters 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. Butters is convicted of a crime involving abuse of office or position.

14. Ms. Butters acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Butters 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 as of the date first written above.

EMPLOYEE

THE COUNTY OF MONO

Stephanie Butters

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



R19-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING THE EMPLOYMENT AGREEMENT OF
GERALD FRANK**

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 Employment Agreement of Gerald Frank, 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 of Mr. Frank. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED, APPROVED and ADOPTED this 17th day of April, 2019, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

John Peters, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

AGREEMENT REGARDING RE-EMPLOYMENT OF GERALD FRANK

This Agreement is entered into this 17th day of April 2019, by and between Gerald Frank and the County of Mono.

I. RECITALS

The County wishes to continue to employ Mr. Frank as the Assistant Director of Finance, Treasurer Tax Collector on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Frank wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall May 1, 2019, until April 30, 2022, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Frank in writing no later than October 31, 2021, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Frank shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Mr. Frank that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Frank as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
2. Commencing May 1, 2019, Mr. Frank shall continue to be employed by Mono County as Assistant Director of Finance, Treasurer Tax Collector, serving at the will and pleasure of the Director of Finance in accordance with the terms and conditions of this Agreement. Mr. Frank accepts such employment. The Director of Finance shall be deemed the "appointing authority" for all purposes with respect to Mr. Frank's employment.
3. Effective May 1, 2019, Mr. Frank's salary shall be \$8,333 per month. The Board may unilaterally increase Mr. Frank's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and

potential re-negotiation with respect to Mr. Frank' s salary. During such negotiations, the County shall consider and discuss the issue of increased compensation with Mr. Frank in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Mr. Frank shall earn and accrue vacation and sick leave in accordance with the County's 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 year of service under this Agreement. Mr. Frank 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.
5. To the extent deemed appropriate by the Director of Finance, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Frank' s full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Frank 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 applicable to PERS members whose membership preceded the passage of the Public Employees' Pension Reform Act of 2013 (PEPRA) (currently 2.7% at 55), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Mr. Frank 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 personal services to the County or, in the event of any absence,

upon his proper use of any accrued leave. Should Mr. Frank 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. Frank'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.

8. Consistent with the "at will" nature of Mr. Frank's employment, the Director of Finance may terminate Gerald Frank'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. Mr. Frank 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, 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 Director of Finance may, in his or her discretion, take during Mr. Frank's employment.
9. On or before the effective date of any such termination without cause, Mr. Frank shall receive as severance pay a lump sum equal to six months salary or to the extent that fewer than six full calendar months remain (as of its effective date) before this Agreement would have expired, Mr. Frank shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Frank shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Frank that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.
10. Notwithstanding the foregoing, Mr. Frank shall not be entitled to any severance pay in the event that the Director of Finance has grounds to discipline his on or about the time he gives his notice of termination. For

purposes of this provision, grounds for discipline include but are not limited to those specified in the Mono County Personnel Rules or any successor provision, as the same may be amended from time to time. Mr. Frank 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. Frank 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. Frank shall not be entitled to any severance pay or 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 Gerald Frank. Consistent with Mr. Frank's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Frank 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. Frank date of eligibility for or vesting of any non-salary benefits or for any other purpose.
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. Frank'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. Frank'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. Frank 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. Frank is convicted of a crime involving abuse of office or position.
14. Mr. Frank acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Frank 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 as of the date written above.

EMPLOYEE

THE COUNTY OF MONO

Gerald Frank

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT RE EMPLOYMENT OF JOE BLANCHARD**

This Agreement and First Amendment is entered into this 17th day of April, 2019, by and between Joe Blanchard ("Employee") and the County of Mono (referred to collectively as the "Parties") for the purpose of amending that certain Agreement re Employment of Joe Blanchard.

I. RECITALS

- A. The County currently employs Employee in accordance with an employment agreement entered into on or about November 4, 2016 (referred to herein as the "Agreement").
- B. The Parties wish to amend the Agreement to effectuate a change in Employee's compensation as set forth below.

II. AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

- 1. The first sentence of Section 3 of the Agreement is amended to read as follows:
"Effective May 1, 2019, Employee's base salary shall be \$8,333 per month."
- 2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The Parties hereby execute this Agreement as of the date written above.

EMPLOYEE

THE COUNTY OF MONO

Joe Blanchard

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT RE EMPLOYMENT OF JACOB SLOANE**

This Agreement and First Amendment is entered into this 17th day of April 2019, by and between Jacob Sloane ("Employee") and the County of Mono (referred to collectively as the "Parties") for the purpose of amending that certain Agreement re Employment of Jacob Sloane.

I. RECITALS

- A. The County currently employs Employee in accordance with an employment agreement entered into on or about April 4, 2017 (the "Agreement").
- B. The Parties wish to amend the Agreement to effectuate a change in Employee's compensation as set forth below.

II. AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

- 1. The first sentence of Section 3 of the Agreement is amended to read as follows:
"Effective May 1, 2019, Employee's base salary shall be \$7,667 per month."
- 2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The Parties hereby execute this Agreement as of the date first written above.

EMPLOYEE

THE COUNTY OF MONO

Jacob Sloane

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT RE EMPLOYMENT OF HELEN NUNN**

This Agreement and First Amendment is entered into this 17th day of April, 2019, by and between Helen Nunn ("Employee") and the County of Mono (referred to collectively as the "Parties") for the purpose of amending that certain Agreement re Employment of Helen Nunn.

I. RECITALS

- A. The County currently employs Employee in accordance with an employment agreement entered into on or about March 2, 2017 (the "Agreement").
- B. The Parties wish to amend the Agreement to effectuate a change in Employee's compensation as set forth below.

II. AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

- 1. The first sentence of Section 3 of the Agreement is amended to read as follows:

"Effective May 1, 2019, Employee's base salary shall be \$7,333 per month."
- 2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The Parties hereby execute this Agreement as of the date written above.

EMPLOYEE

THE COUNTY OF MONO

Helen Nunn

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel



R19-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING THE EMPLOYMENT AGREEMENT OF
JEFF SIMPSON**

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 Employment Agreement of Jeff Simpson, 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 of Mr. Simpson. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED, APPROVED and ADOPTED this 17th day of April, 2019, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

John Peters, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

AGREEMENT REGARDING EMPLOYMENT OF JEFF SIMPSON

This Agreement is entered into this 17th day of April 2019, by and between Jeff Simpson and the County of Mono.

I. RECITALS

The County wishes to continue to employ Mr. Simpson as the Economic Development Manager on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Simpson wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall May 1, 2019, until April 30, 2022, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Simpson in writing no later than October 30, 2021, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Simpson shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Mr. Simpson that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Simpson as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
2. Commencing May 1, 2019, Mr. Simpson shall continue to be employed by Mono County as Economic Development Manager, serving at the will and pleasure of the Economic Development Director in accordance with the terms and conditions of this Agreement. Mr. Simpson accepts such employment. The Economic Development Director shall be deemed the "appointing authority" for all purposes with respect to Mr. Simpson's employment.
3. Effective May 1, 2019, Mr. Simpson's salary shall be \$7,333 per month. The Board may unilaterally increase Mr. Simpson's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for

discussion and potential re-negotiation with respect to Mr. Simpson' s salary. During such negotiations, the County shall consider and discuss the issue of increased compensation with Mr. Simpson in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Mr. Simpson shall earn and accrue vacation and sick leave in accordance with the County's 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 year of service under this Agreement. Mr. Simpson 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.
5. To the extent deemed appropriate by the Economic Development Director, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Simpson' s full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Simpson 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 applicable to PERS members whose membership preceded the passage of the Public Employees' Pension Reform Act of 2013 (PEPRA) (currently 2.5% at 55), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Mr. Simpson 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 personal services to the County or, in the event of

any absence, upon his proper use of any accrued leave. Should Mr. Simpson 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. Simpson'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.

8. Consistent with the "at will" nature of Mr. Simpson's employment, the Economic Development Director may terminate Jeff Simpson'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. Mr. Simpson 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, 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 Economic Development Director may, in his or her discretion, take during Mr. Simpson's employment.
9. On or before the effective date of any such termination without cause, Mr. Simpson shall receive as severance pay a lump sum equal to six months salary or to the extent that fewer than six full calendar months remain (as of its effective date) before this Agreement would have expired, Mr. Simpson shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Simpson shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Simpson that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Mr. Simpson shall not be entitled to any severance pay in the event that the Economic Development 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 the Mono County Personnel Rules or any successor provision, as the same may be amended from time to time. Mr. Simpson 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. Simpson 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. Simpson shall not be entitled to any severance pay or 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 Jeff Simpson. Consistent with Mr. Simpson's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Simpson 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. Simpson date of eligibility for or vesting of any non-salary benefits or for any other purpose.
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. Simpson'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. Simpson'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. Simpson 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. Simpson is convicted of a crime involving abuse of office or position.

14. Mr. Simpson acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Simpson 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 as of the date first written above.

EMPLOYEE

THE COUNTY OF MONO

By: Jeff Simpson

By: John Peters, 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 April 16, 2019

Departments: Public Works

TIME REQUIRED 1 hour (30 minutes presentation, 30 minutes discussion) **PERSONS APPEARING BEFORE THE BOARD** Garrett Higerd

SUBJECT 2020 5-Year Road Capital Improvement Project and SB 1 Project List

AGENDA DESCRIPTION:

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

Review 5-Year Road CIP with updated funding estimates. Provide direction on project priorities and timing. Adopt a Road Maintenance and Rehabilitation Account (RMRA) Project List, meeting requirements to receive SB1 funding.

RECOMMENDED ACTION:

Approve Resolution R19-__, Adopting a list of County transportation projects to receive funding in FY 2019-2020 pursuant to SB 1: The Road Repair and Accountability Act of 2017 (SB1).

FISCAL IMPACT:

The County is estimated to receive approximately \$1,658,818 in SB1 funds for FY 2019-2020 projects from SB1's Road Maintenance and Rehabilitation Account (RMRA). The list of projects presented today will be included in the upcoming County budget process.

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 |
|---|
| Staff Report |
| EXHIBIT A |
| EXHIBIT B |
| SB1 FY19-20 RMRA Resolution |

History**Time**

4/11/2019 9:08 AM

4/10/2019 12:17 PM

4/11/2019 1:27 PM

Who

County Administrative Office

County Counsel

Finance

Approval

Yes

Yes

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: April 16, 2019

To: Honorable Chair and Members of the Board of Supervisors

From: Garrett Higerd, County Engineer

Re: 2020 5-Year Road CIP and FY 2019-2020 SB 1 Road Maintenance and Rehabilitation Account (RMRA) Project List

Recommended Action:

Approve Resolution R19-__ adopting a list of County transportation projects to receive funding in FY 2019-2020 pursuant to SB 1: The Road Repair and Accountability Act of 2017 (SB1).

Fiscal Impact:

Currently, the County is estimated to receive approximately \$1,658,818 in SB1 funds for FY 2019-2020 projects from SB1's Road Maintenance and Rehabilitation Account (RMRA). The list of projects presented today will be included in the upcoming County budget process.

Background:

Following the failed attempt to repeal SB1 in November 2018, the County continues to receive SB1 revenue and in amounts trending closer to earlier estimates. Accordingly, Public Works staff is actively working to deliver the projects identified in the 5-Year Road Capital Improvement Program (CIP), including those funded by SB1's RMRA. (See attached EXHIBIT A for more information from CSAC on SB 1 funding estimates and assumptions.) Projects listed in the attached 5-Year Road CIP have been included in previous iterations of the County's larger, more comprehensive CIP. However, this is a good opportunity to update estimates of all realistic road and bridge funding sources over the next five years, including SB 1, the State Transportation Improvement Program (STIP), the Highway Safety Improvement Program (HSIP), etc. and review project priorities and timing. (See a draft 2020 5-Year Road CIP attached as EXHIBIT B.)

In order to continue to receive SB1 funds from the RMRA, SB 1 requires cities and counties to adopt annually a RMRA Project List at a regular meeting and then submit that list to the California Transportation Commission by May 1st every year for its consideration and eventual approval. I recommend adoption of the accompanying resolution and FY 2019-2020 RMRA project list which is consistent with the proposed 5-Year Road CIP. (See attached draft resolution.)

Please contact me at 760.924.1802 or by email at ghigerd@mono.ca.gov if you have any questions.

Respectfully submitted,



Garrett Higerd, PE
County Engineer

Attachments: EXHIBIT A – CSAC SB 1 Funding Estimates
 EXHIBIT B – 2020 5-Year Road CIP
 Resolution Adopting SB 1 RMRA Project List

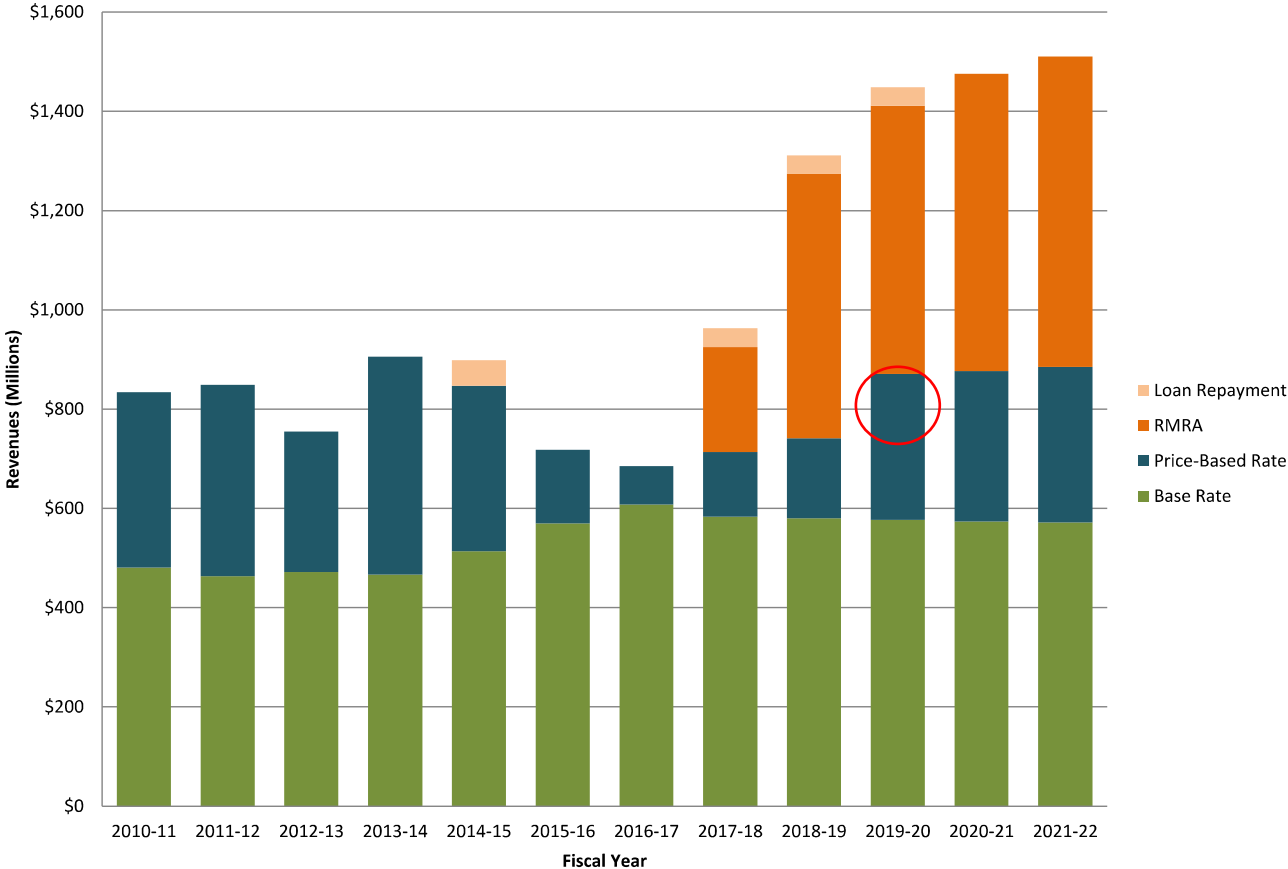
SB 1 Funding for County Roads: Estimates and Assumptions

Chris Lee

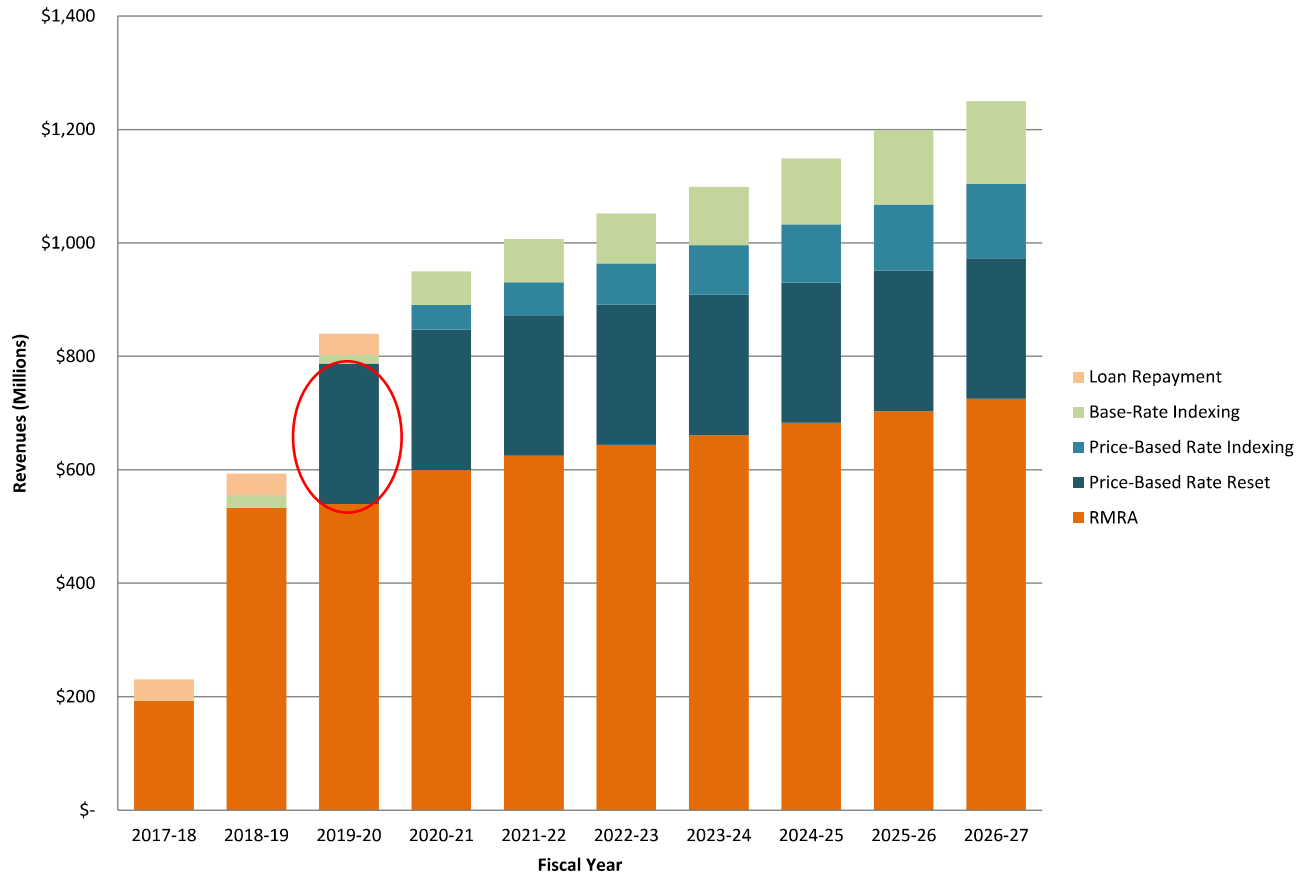
CSAC Legislative Analyst

clee@counties.org

Formula Funding for County Roads - Before and After SB 1



Components of New County Revenues from SB 1 EXHIBIT A



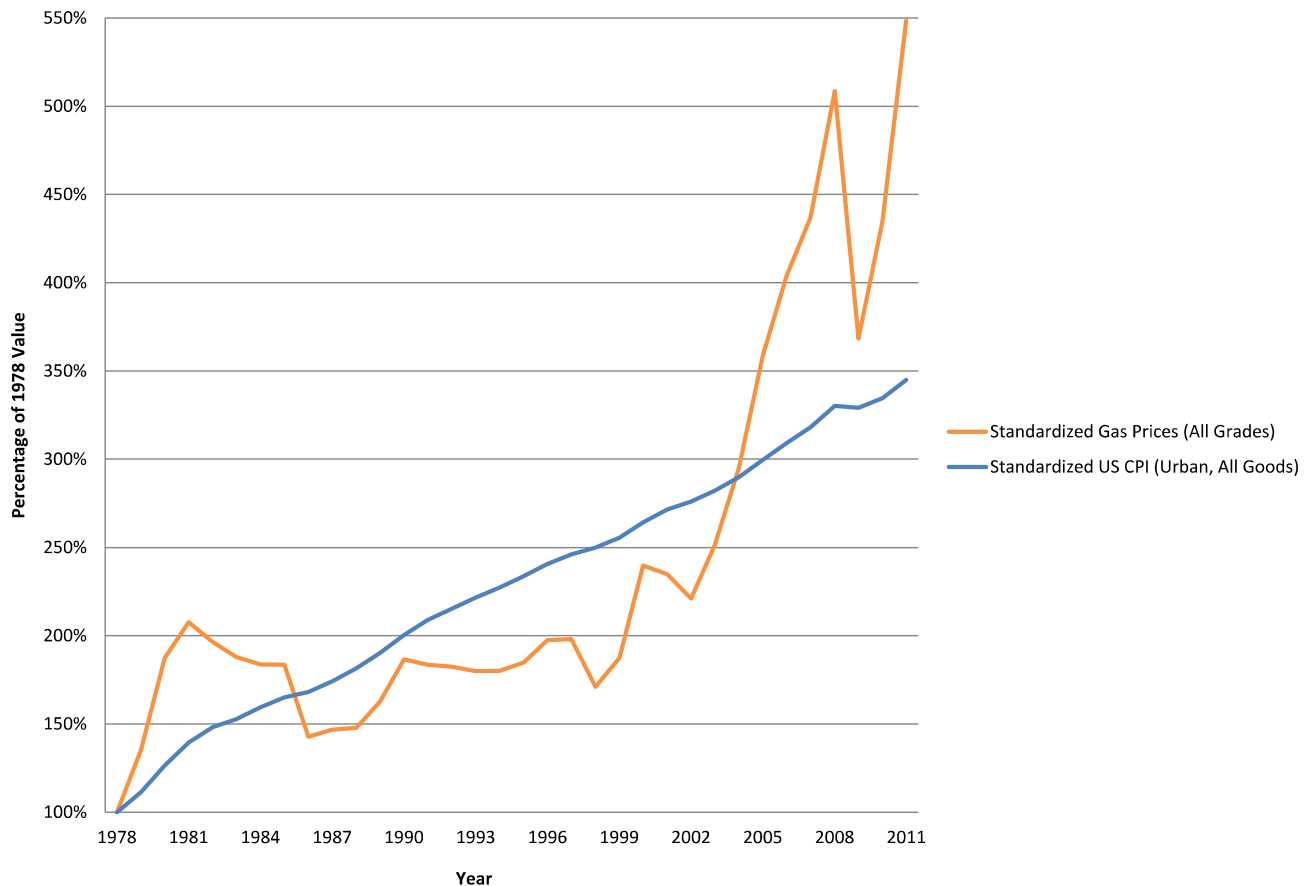
Key Assumptions

- CSAC's county-by-county estimates are based on calculating each jurisdiction's share of the total revenue estimates from the California Department of Finance (DOF)
- DOF's longer-term SB 1 funding estimates are based on the following key assumptions:
 - 2.5% annual increase in [California CPI](#)
 - Approx. 1.2% annual decrease in gas consumption

Sources of Future Uncertainty

- Inflation – excise taxes and TIF (reg. fee) indexed
 - Affects 100% of SB 1 revenues
- Fuel consumption
 - Affects 70% of SB 1 revenues
- Number of registered vehicles and vehicle values
 - Affects 30% of SB 1 revenues
- Gasoline prices no longer directly tied to fuel tax rates for revenues to county roads under SB 1
 - Based on historical trends, this is likely to mean a more stable excise tax revenue stream (see graph)

Growth in CPI and Gasoline Prices 1978-2011



| Estimated County Highway User Tax Account Revenues - FY 2018-19 | | | | | SB 1 Revenues | | |
|---|------------------|------------------|------------------|-----------------|------------------|--------------------|--------------------|
| COUNTY | HUTA 2103 | HUTA 2104 | HUTA 2105 | HUTA 2106 | Loan Repayment | RMRA | TOTAL |
| ALAMEDA | \$3,629,663 | \$13,388,533 | \$6,082,855 | \$448,256 | \$1,153,905 | \$16,225,433 | \$40,928,646 |
| ALPINE | \$69,261 | \$296,085 | \$140,333 | \$23,133 | \$22,019 | \$309,611 | \$860,441 |
| AMADOR | \$335,488 | \$639,137 | \$488,576 | \$189,926 | \$106,655 | \$1,499,708 | \$3,259,488 |
| BUTTE | \$1,185,506 | \$2,418,796 | \$1,726,470 | \$436,333 | \$376,884 | \$5,299,486 | \$11,443,474 |
| CALAVERAS | \$510,841 | \$885,116 | \$743,946 | \$310,476 | \$162,401 | \$2,283,579 | \$4,896,360 |
| COLUSA | \$400,948 | \$604,351 | \$583,907 | \$115,737 | \$127,465 | \$1,792,331 | \$3,624,739 |
| CONTRA COSTA | \$3,040,853 | \$10,782,510 | \$5,159,171 | \$953,158 | \$966,717 | \$13,593,317 | \$34,495,727 |
| DEL NORTE | \$207,339 | \$304,031 | \$301,951 | \$106,969 | \$65,915 | \$926,852 | \$1,913,056 |
| EL DORADO | \$1,082,916 | \$3,537,490 | \$1,909,058 | \$805,082 | \$344,270 | \$4,840,887 | \$12,519,704 |
| FRESNO | \$3,702,917 | \$8,593,517 | \$5,392,614 | \$1,163,928 | \$1,177,194 | \$16,552,896 | \$36,583,066 |
| GLENN | \$487,724 | \$736,578 | \$710,279 | \$132,895 | \$155,052 | \$2,180,237 | \$4,402,766 |
| HUMBOLDT | \$937,739 | \$1,610,217 | \$1,365,643 | \$402,057 | \$298,116 | \$4,191,909 | \$8,805,682 |
| IMPERIAL | \$1,678,035 | \$2,319,270 | \$2,443,747 | \$398,958 | \$533,464 | \$7,501,204 | \$14,874,678 |
| INYO | \$587,348 | \$1,001,870 | \$855,364 | \$115,979 | \$186,724 | \$2,625,581 | \$5,372,866 |
| KERN | \$3,462,115 | \$7,814,114 | \$5,041,931 | \$1,901,944 | \$1,100,640 | \$15,476,456 | \$34,797,200 |
| KINGS | \$718,611 | \$1,192,733 | \$1,046,524 | \$209,321 | \$228,454 | \$3,212,358 | \$6,608,002 |
| LAKE | \$506,101 | \$915,515 | \$737,042 | \$314,647 | \$160,894 | \$2,262,387 | \$4,896,585 |
| LASSEN | \$492,381 | \$978,653 | \$717,061 | \$123,871 | \$156,533 | \$2,201,055 | \$4,669,552 |
| LOS ANGELES | \$21,880,294 | \$80,143,865 | \$36,447,314 | \$2,763,553 | \$6,955,959 | \$97,809,968 | \$246,000,954 |
| MADERA | \$1,054,798 | \$1,494,470 | \$1,536,118 | \$454,706 | \$335,331 | \$4,715,191 | \$9,590,614 |
| MARIN | \$820,237 | \$2,504,667 | \$1,232,233 | \$298,318 | \$260,761 | \$3,666,647 | \$8,782,863 |
| MARIPOSA | \$326,288 | \$548,196 | \$475,178 | \$128,640 | \$103,730 | \$1,458,583 | \$3,040,617 |
| MENDOCINO | \$758,295 | \$1,223,000 | \$1,104,316 | \$387,808 | \$241,069 | \$3,389,752 | \$7,104,240 |
| MERCED | \$1,403,737 | \$2,389,233 | \$2,044,283 | \$554,529 | \$446,262 | \$6,275,028 | \$13,113,071 |
| MODOC | \$480,225 | \$873,727 | \$699,359 | \$61,417 | \$152,668 | \$2,146,716 | \$4,414,112 |
| MONO | \$355,508 | \$812,600 | \$517,731 | \$31,304 | \$113,019 | \$1,589,202 | \$3,419,365 |
| MONTEREY | \$1,575,204 | \$4,013,350 | \$2,293,993 | \$849,184 | \$500,773 | \$7,041,526 | \$16,274,030 |
| NAPA | \$580,112 | \$1,509,448 | \$844,825 | \$317,431 | \$184,423 | \$2,593,233 | \$6,029,472 |
| NEVADA | \$593,190 | \$1,549,558 | \$863,872 | \$312,865 | \$188,581 | \$2,651,698 | \$6,159,764 |
| ORANGE | \$7,516,531 | \$28,823,010 | \$13,000,093 | \$748,556 | \$2,389,579 | \$33,600,631 | \$86,078,400 |
| PLACER | \$1,584,052 | \$5,624,480 | \$2,824,412 | \$800,266 | \$503,586 | \$7,081,079 | \$18,417,875 |
| PLUMAS | \$395,037 | \$1,085,978 | \$575,298 | \$147,664 | \$125,586 | \$1,765,905 | \$4,095,466 |
| RIVERSIDE | \$6,194,659 | \$20,451,044 | \$9,623,367 | \$1,439,418 | \$1,969,343 | \$27,691,555 | \$67,369,386 |

EXHIBIT A

| Estimated County Highway User Tax Account Revenues - FY 2019-20 | | | | | SB 1 Revenues | | |
|---|------------------|------------------|------------------|-----------------|------------------|--------------------|--------------------|
| COUNTY | HUTA 2103 | HUTA 2104 | HUTA 2105 | HUTA 2106 | Loan Repayment | RMRA | TOTAL |
| ALAMEDA | \$8,726,863 | \$13,304,599 | \$6,045,583 | \$445,582 | \$1,153,905 | \$16,936,192 | \$46,612,725 |
| ALPINE | \$166,524 | \$296,032 | \$140,292 | \$23,050 | \$22,019 | \$323,173 | \$971,091 |
| AMADOR | \$806,619 | \$635,444 | \$485,720 | \$188,826 | \$106,655 | \$1,565,403 | \$3,788,667 |
| BUTTE | \$2,850,333 | \$2,403,983 | \$1,716,378 | \$433,731 | \$376,884 | \$5,531,631 | \$13,312,940 |
| CALAVERAS | \$1,228,225 | \$880,217 | \$739,597 | \$308,642 | \$162,401 | \$2,383,612 | \$5,702,695 |
| COLUSA | \$964,007 | \$603,848 | \$580,494 | \$115,090 | \$127,465 | \$1,870,845 | \$4,261,748 |
| CONTRA COSTA | \$7,311,178 | \$10,715,204 | \$5,127,734 | \$947,406 | \$966,717 | \$14,188,776 | \$39,257,015 |
| DEL NORTE | \$498,508 | \$302,265 | \$300,185 | \$106,375 | \$65,915 | \$967,453 | \$2,240,702 |
| EL DORADO | \$2,603,675 | \$3,522,876 | \$1,900,754 | \$800,233 | \$344,270 | \$5,052,943 | \$14,224,750 |
| FRESNO | \$8,902,989 | \$8,541,335 | \$5,361,090 | \$1,156,891 | \$1,177,194 | \$17,278,000 | \$42,417,499 |
| GLENN | \$1,172,643 | \$735,948 | \$706,127 | \$132,143 | \$155,052 | \$2,275,743 | \$5,177,657 |
| HUMBOLDT | \$2,254,622 | \$1,600,548 | \$1,357,660 | \$399,665 | \$298,116 | \$4,375,537 | \$10,286,148 |
| IMPERIAL | \$4,034,529 | \$2,315,974 | \$2,429,462 | \$396,584 | \$533,464 | \$7,829,796 | \$17,539,810 |
| INYO | \$1,412,171 | \$1,001,398 | \$850,363 | \$115,331 | \$186,724 | \$2,740,595 | \$6,306,582 |
| KERN | \$8,324,025 | \$7,765,939 | \$5,012,457 | \$1,890,408 | \$1,100,640 | \$16,154,406 | \$40,247,876 |
| KINGS | \$1,727,770 | \$1,185,363 | \$1,040,407 | \$208,103 | \$228,454 | \$3,353,077 | \$7,743,173 |
| LAKE | \$1,216,827 | \$909,911 | \$732,733 | \$312,787 | \$160,894 | \$2,361,491 | \$5,694,643 |
| LASSEN | \$1,183,839 | \$978,044 | \$712,869 | \$123,174 | \$156,533 | \$2,297,472 | \$5,451,932 |
| LOS ANGELES | \$52,607,177 | \$79,641,731 | \$36,223,991 | \$2,746,764 | \$6,955,959 | \$102,094,561 | \$280,270,184 |
| MADERA | \$2,536,070 | \$1,485,327 | \$1,527,139 | \$451,992 | \$335,331 | \$4,921,741 | \$11,257,599 |
| MARIN | \$1,972,109 | \$2,489,171 | \$1,224,810 | \$296,558 | \$260,761 | \$3,827,265 | \$10,070,674 |
| MARIPOSA | \$784,500 | \$547,729 | \$472,401 | \$127,915 | \$103,730 | \$1,522,477 | \$3,558,752 |
| MENDOCINO | \$1,823,181 | \$1,215,639 | \$1,097,860 | \$385,503 | \$241,069 | \$3,538,241 | \$8,301,494 |
| MERCED | \$3,375,029 | \$2,374,344 | \$2,032,333 | \$551,207 | \$446,262 | \$6,549,907 | \$15,329,081 |
| MODOC | \$1,154,613 | \$873,494 | \$695,271 | \$61,101 | \$152,668 | \$2,240,754 | \$5,177,902 |
| MONO | \$854,754 | \$812,304 | \$514,705 | \$31,172 | \$113,019 | \$1,658,818 | \$3,984,772 |
| MONTEREY | \$3,787,291 | \$3,988,369 | \$2,280,583 | \$844,065 | \$500,773 | \$7,349,982 | \$18,751,064 |
| NAPA | \$1,394,772 | \$1,500,149 | \$839,887 | \$315,555 | \$184,423 | \$2,706,830 | \$6,941,616 |
| NEVADA | \$1,426,218 | \$1,541,223 | \$858,822 | \$311,016 | \$188,581 | \$2,767,856 | \$7,093,716 |
| ORANGE | \$18,072,129 | \$28,641,995 | \$12,920,249 | \$744,051 | \$2,389,579 | \$35,072,515 | \$97,840,518 |
| PLACER | \$3,808,564 | \$5,597,159 | \$2,810,655 | \$795,446 | \$503,586 | \$7,391,267 | \$20,906,678 |
| PLUMAS | \$949,793 | \$1,085,421 | \$571,935 | \$146,822 | \$125,586 | \$1,843,260 | \$4,722,817 |
| RIVERSIDE | \$14,893,927 | \$20,323,399 | \$9,564,689 | \$1,430,701 | \$1,969,343 | \$28,904,591 | \$77,086,650 |

EXHIBIT A

New County Revenues from SB 1 (Beall, 2017) - Road Maintenance and Rehabilitation Account (RMRA) Revenues ONLY*

| COUNTY | 2017-18 | 2018-19 | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 | 2026-27 |
|----------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Alameda | \$ 5,980,000 | \$ 16,540,000 | \$ 16,750,000 | \$ 18,600,000 | \$ 19,390,000 | \$ 19,970,000 | \$ 20,510,000 | \$ 21,180,000 | \$ 21,820,000 | \$ 22,510,000 |
| Alpine | \$ 120,000 | \$ 320,000 | \$ 320,000 | \$ 360,000 | \$ 370,000 | \$ 380,000 | \$ 390,000 | \$ 410,000 | \$ 420,000 | \$ 430,000 |
| Amador | \$ 550,000 | \$ 1,520,000 | \$ 1,540,000 | \$ 1,710,000 | \$ 1,780,000 | \$ 1,830,000 | \$ 1,880,000 | \$ 1,940,000 | \$ 2,000,000 | \$ 2,060,000 |
| Butte | \$ 1,960,000 | \$ 5,410,000 | \$ 5,480,000 | \$ 6,090,000 | \$ 6,340,000 | \$ 6,530,000 | \$ 6,710,000 | \$ 6,930,000 | \$ 7,140,000 | \$ 7,360,000 |
| Calaveras | \$ 840,000 | \$ 2,320,000 | \$ 2,350,000 | \$ 2,600,000 | \$ 2,720,000 | \$ 2,800,000 | \$ 2,870,000 | \$ 2,970,000 | \$ 3,060,000 | \$ 3,150,000 |
| Colusa | \$ 660,000 | \$ 1,820,000 | \$ 1,840,000 | \$ 2,040,000 | \$ 2,130,000 | \$ 2,190,000 | \$ 2,250,000 | \$ 2,330,000 | \$ 2,400,000 | \$ 2,470,000 |
| Contra Costa | \$ 4,990,000 | \$ 13,810,000 | \$ 13,990,000 | \$ 15,530,000 | \$ 16,190,000 | \$ 16,680,000 | \$ 17,130,000 | \$ 17,690,000 | \$ 18,220,000 | \$ 18,790,000 |
| Del Norte | \$ 340,000 | \$ 950,000 | \$ 960,000 | \$ 1,060,000 | \$ 1,110,000 | \$ 1,140,000 | \$ 1,170,000 | \$ 1,210,000 | \$ 1,250,000 | \$ 1,290,000 |
| El Dorado | \$ 1,760,000 | \$ 4,880,000 | \$ 4,940,000 | \$ 5,490,000 | \$ 5,720,000 | \$ 5,890,000 | \$ 6,050,000 | \$ 6,250,000 | \$ 6,440,000 | \$ 6,640,000 |
| Fresno | \$ 5,990,000 | \$ 16,580,000 | \$ 16,790,000 | \$ 18,640,000 | \$ 19,440,000 | \$ 20,020,000 | \$ 20,560,000 | \$ 21,230,000 | \$ 21,870,000 | \$ 22,560,000 |
| Glenn | \$ 800,000 | \$ 2,210,000 | \$ 2,230,000 | \$ 2,480,000 | \$ 2,590,000 | \$ 2,660,000 | \$ 2,740,000 | \$ 2,820,000 | \$ 2,910,000 | \$ 3,000,000 |
| Humboldt | \$ 1,560,000 | \$ 4,300,000 | \$ 4,360,000 | \$ 4,840,000 | \$ 5,050,000 | \$ 5,200,000 | \$ 5,340,000 | \$ 5,510,000 | \$ 5,680,000 | \$ 5,860,000 |
| Imperial | \$ 2,710,000 | \$ 7,490,000 | \$ 7,590,000 | \$ 8,420,000 | \$ 8,780,000 | \$ 9,050,000 | \$ 9,290,000 | \$ 9,600,000 | \$ 9,880,000 | \$ 10,200,000 |
| Inyo | \$ 960,000 | \$ 2,660,000 | \$ 2,690,000 | \$ 2,990,000 | \$ 3,120,000 | \$ 3,210,000 | \$ 3,300,000 | \$ 3,400,000 | \$ 3,510,000 | \$ 3,620,000 |
| Kern | \$ 5,640,000 | \$ 15,600,000 | \$ 15,800,000 | \$ 17,540,000 | \$ 18,290,000 | \$ 18,840,000 | \$ 19,350,000 | \$ 19,980,000 | \$ 20,580,000 | \$ 21,230,000 |
| Kings | \$ 1,180,000 | \$ 3,270,000 | \$ 3,310,000 | \$ 3,670,000 | \$ 3,830,000 | \$ 3,950,000 | \$ 4,050,000 | \$ 4,190,000 | \$ 4,310,000 | \$ 4,450,000 |
| Lake | \$ 840,000 | \$ 2,310,000 | \$ 2,340,000 | \$ 2,600,000 | \$ 2,710,000 | \$ 2,790,000 | \$ 2,870,000 | \$ 2,960,000 | \$ 3,050,000 | \$ 3,150,000 |
| Lassen | \$ 810,000 | \$ 2,250,000 | \$ 2,280,000 | \$ 2,530,000 | \$ 2,640,000 | \$ 2,710,000 | \$ 2,790,000 | \$ 2,880,000 | \$ 2,970,000 | \$ 3,060,000 |
| Los Angeles | \$ 36,120,000 | \$ 99,910,000 | \$ 101,200,000 | \$ 112,350,000 | \$ 117,150,000 | \$ 120,650,000 | \$ 123,910,000 | \$ 127,970,000 | \$ 131,830,000 | \$ 135,980,000 |
| Madera | \$ 1,710,000 | \$ 4,740,000 | \$ 4,800,000 | \$ 5,330,000 | \$ 5,550,000 | \$ 5,720,000 | \$ 5,880,000 | \$ 6,070,000 | \$ 6,250,000 | \$ 6,450,000 |
| Marin | \$ 1,360,000 | \$ 3,750,000 | \$ 3,800,000 | \$ 4,220,000 | \$ 4,400,000 | \$ 4,530,000 | \$ 4,660,000 | \$ 4,810,000 | \$ 4,950,000 | \$ 5,110,000 |
| Mariposa | \$ 540,000 | \$ 1,480,000 | \$ 1,500,000 | \$ 1,670,000 | \$ 1,740,000 | \$ 1,790,000 | \$ 1,840,000 | \$ 1,900,000 | \$ 1,960,000 | \$ 2,020,000 |
| Mendocino | \$ 1,250,000 | \$ 3,460,000 | \$ 3,510,000 | \$ 3,890,000 | \$ 4,060,000 | \$ 4,180,000 | \$ 4,300,000 | \$ 4,440,000 | \$ 4,570,000 | \$ 4,710,000 |
| Merced | \$ 2,260,000 | \$ 6,260,000 | \$ 6,340,000 | \$ 7,040,000 | \$ 7,340,000 | \$ 7,560,000 | \$ 7,770,000 | \$ 8,020,000 | \$ 8,260,000 | \$ 8,520,000 |
| Modoc | \$ 790,000 | \$ 2,170,000 | \$ 2,200,000 | \$ 2,440,000 | \$ 2,550,000 | \$ 2,620,000 | \$ 2,690,000 | \$ 2,780,000 | \$ 2,860,000 | \$ 2,960,000 |
| Mono | \$ 580,000 | \$ 1,610,000 | \$ 1,630,000 | \$ 1,810,000 | \$ 1,890,000 | \$ 1,940,000 | \$ 1,990,000 | \$ 2,060,000 | \$ 2,120,000 | \$ 2,190,000 |
| Monterey | \$ 2,470,000 | \$ 6,830,000 | \$ 6,920,000 | \$ 7,680,000 | \$ 8,010,000 | \$ 8,250,000 | \$ 8,470,000 | \$ 8,750,000 | \$ 9,010,000 | \$ 9,300,000 |
| Napa | \$ 960,000 | \$ 2,640,000 | \$ 2,680,000 | \$ 2,970,000 | \$ 3,100,000 | \$ 3,190,000 | \$ 3,280,000 | \$ 3,390,000 | \$ 3,490,000 | \$ 3,600,000 |
| Nevada | \$ 980,000 | \$ 2,710,000 | \$ 2,740,000 | \$ 3,050,000 | \$ 3,180,000 | \$ 3,270,000 | \$ 3,360,000 | \$ 3,470,000 | \$ 3,570,000 | \$ 3,690,000 |
| Orange | \$ 12,330,000 | \$ 34,120,000 | \$ 34,560,000 | \$ 38,360,000 | \$ 40,000,000 | \$ 41,200,000 | \$ 42,310,000 | \$ 43,700,000 | \$ 45,010,000 | \$ 46,430,000 |
| Placer | \$ 2,540,000 | \$ 7,030,000 | \$ 7,120,000 | \$ 7,910,000 | \$ 8,240,000 | \$ 8,490,000 | \$ 8,720,000 | \$ 9,010,000 | \$ 9,280,000 | \$ 9,570,000 |
| Plumas | \$ 650,000 | \$ 1,790,000 | \$ 1,810,000 | \$ 2,010,000 | \$ 2,090,000 | \$ 2,160,000 | \$ 2,220,000 | \$ 2,290,000 | \$ 2,360,000 | \$ 2,430,000 |
| Riverside | \$ 9,920,000 | \$ 27,420,000 | \$ 27,780,000 | \$ 30,840,000 | \$ 32,160,000 | \$ 33,120,000 | \$ 34,010,000 | \$ 35,130,000 | \$ 36,180,000 | \$ 37,320,000 |
| Sacramento | \$ 7,370,000 | \$ 20,390,000 | \$ 20,660,000 | \$ 22,930,000 | \$ 23,910,000 | \$ 24,630,000 | \$ 25,290,000 | \$ 26,120,000 | \$ 26,910,000 | \$ 27,760,000 |
| San Benito | \$ 550,000 | \$ 1,530,000 | \$ 1,550,000 | \$ 1,720,000 | \$ 1,800,000 | \$ 1,850,000 | \$ 1,900,000 | \$ 1,960,000 | \$ 2,020,000 | \$ 2,090,000 |
| San Bernardino | \$ 9,600,000 | \$ 26,550,000 | \$ 26,890,000 | \$ 29,860,000 | \$ 31,130,000 | \$ 32,060,000 | \$ 32,930,000 | \$ 34,010,000 | \$ 35,030,000 | \$ 36,140,000 |
| San Diego | \$ 13,820,000 | \$ 38,220,000 | \$ 38,710,000 | \$ 42,980,000 | \$ 44,810,000 | \$ 46,150,000 | \$ 47,400,000 | \$ 48,950,000 | \$ 50,430,000 | \$ 52,010,000 |
| San Francisco* | \$ 2,810,000 | \$ 7,770,000 | \$ 7,870,000 | \$ 8,740,000 | \$ 9,110,000 | \$ 9,390,000 | \$ 9,640,000 | \$ 9,960,000 | \$ 10,260,000 | \$ 10,580,000 |
| San Joaquin | \$ 3,990,000 | \$ 11,030,000 | \$ 11,170,000 | \$ 12,410,000 | \$ 12,930,000 | \$ 13,320,000 | \$ 13,680,000 | \$ 14,130,000 | \$ 14,560,000 | \$ 15,010,000 |

EXHIBIT A

New County Revenues from SB 1 (Beall, 2017) - ALL New Revenues*

| COUNTY | 2017-18 | 2018-19 | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 | 2026-27 |
|-----------------|---------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Alameda | \$ 7,140,000 | \$ 18,510,000 | \$ 26,130,000 | \$ 29,780,000 | \$ 31,610,000 | \$ 33,070,000 | \$ 34,590,000 | \$ 36,250,000 | \$ 37,860,000 | \$ 39,530,000 |
| Alpine | \$ 140,000 | \$ 350,000 | \$ 500,000 | \$ 570,000 | \$ 600,000 | \$ 630,000 | \$ 660,000 | \$ 700,000 | \$ 730,000 | \$ 750,000 |
| Amador | \$ 660,000 | \$ 1,680,000 | \$ 2,380,000 | \$ 2,670,000 | \$ 2,810,000 | \$ 2,920,000 | \$ 3,050,000 | \$ 3,190,000 | \$ 3,320,000 | \$ 3,450,000 |
| Butte | \$ 2,340,000 | \$ 5,960,000 | \$ 8,480,000 | \$ 9,490,000 | \$ 10,000,000 | \$ 10,430,000 | \$ 10,860,000 | \$ 11,340,000 | \$ 11,810,000 | \$ 12,280,000 |
| Calaveras | \$ 1,000,000 | \$ 2,550,000 | \$ 3,640,000 | \$ 4,050,000 | \$ 4,280,000 | \$ 4,460,000 | \$ 4,650,000 | \$ 4,850,000 | \$ 5,050,000 | \$ 5,250,000 |
| Colusa | \$ 790,000 | \$ 1,990,000 | \$ 2,840,000 | \$ 3,140,000 | \$ 3,310,000 | \$ 3,440,000 | \$ 3,570,000 | \$ 3,730,000 | \$ 3,880,000 | \$ 4,020,000 |
| Contra Costa | \$ 5,960,000 | \$ 15,460,000 | \$ 21,820,000 | \$ 24,870,000 | \$ 26,400,000 | \$ 27,630,000 | \$ 28,900,000 | \$ 30,280,000 | \$ 31,620,000 | \$ 33,010,000 |
| Del Norte | \$ 410,000 | \$ 1,040,000 | \$ 1,490,000 | \$ 1,640,000 | \$ 1,730,000 | \$ 1,800,000 | \$ 1,870,000 | \$ 1,950,000 | \$ 2,040,000 | \$ 2,110,000 |
| El Dorado | \$ 2,100,000 | \$ 5,440,000 | \$ 7,700,000 | \$ 8,760,000 | \$ 9,280,000 | \$ 9,700,000 | \$ 10,150,000 | \$ 10,620,000 | \$ 11,100,000 | \$ 11,570,000 |
| Fresno | \$ 7,160,000 | \$ 18,290,000 | \$ 26,010,000 | \$ 29,120,000 | \$ 30,770,000 | \$ 32,090,000 | \$ 33,440,000 | \$ 34,900,000 | \$ 36,350,000 | \$ 37,850,000 |
| Glenn | \$ 960,000 | \$ 2,420,000 | \$ 3,440,000 | \$ 3,820,000 | \$ 4,030,000 | \$ 4,180,000 | \$ 4,350,000 | \$ 4,520,000 | \$ 4,710,000 | \$ 4,890,000 |
| Humboldt | \$ 1,860,000 | \$ 4,720,000 | \$ 6,740,000 | \$ 7,500,000 | \$ 7,920,000 | \$ 8,250,000 | \$ 8,590,000 | \$ 8,950,000 | \$ 9,310,000 | \$ 9,690,000 |
| Imperial | \$ 3,240,000 | \$ 8,170,000 | \$ 11,700,000 | \$ 12,910,000 | \$ 13,590,000 | \$ 14,150,000 | \$ 14,690,000 | \$ 15,310,000 | \$ 15,890,000 | \$ 16,510,000 |
| Inyo | \$ 1,150,000 | \$ 2,910,000 | \$ 4,150,000 | \$ 4,600,000 | \$ 4,850,000 | \$ 5,050,000 | \$ 5,250,000 | \$ 5,460,000 | \$ 5,690,000 | \$ 5,910,000 |
| Kern | \$ 6,740,000 | \$ 17,250,000 | \$ 24,510,000 | \$ 27,540,000 | \$ 29,120,000 | \$ 30,390,000 | \$ 31,690,000 | \$ 33,110,000 | \$ 34,500,000 | \$ 35,940,000 |
| Kings | \$ 1,410,000 | \$ 3,580,000 | \$ 5,110,000 | \$ 5,670,000 | \$ 5,970,000 | \$ 6,230,000 | \$ 6,470,000 | \$ 6,750,000 | \$ 7,010,000 | \$ 7,290,000 |
| Lake | \$ 1,000,000 | \$ 2,540,000 | \$ 3,630,000 | \$ 4,050,000 | \$ 4,280,000 | \$ 4,450,000 | \$ 4,640,000 | \$ 4,840,000 | \$ 5,040,000 | \$ 5,250,000 |
| Lassen | \$ 970,000 | \$ 2,470,000 | \$ 3,520,000 | \$ 3,920,000 | \$ 4,130,000 | \$ 4,290,000 | \$ 4,470,000 | \$ 4,670,000 | \$ 4,860,000 | \$ 5,050,000 |
| Los Angeles | \$ 43,150,000 | \$ 111,800,000 | \$ 157,870,000 | \$ 179,860,000 | \$ 190,910,000 | \$ 199,780,000 | \$ 208,930,000 | \$ 218,870,000 | \$ 228,610,000 | \$ 238,660,000 |
| Madera | \$ 2,040,000 | \$ 5,180,000 | \$ 7,400,000 | \$ 8,200,000 | \$ 8,630,000 | \$ 8,990,000 | \$ 9,350,000 | \$ 9,740,000 | \$ 10,120,000 | \$ 10,510,000 |
| Marin | \$ 1,620,000 | \$ 4,170,000 | \$ 5,920,000 | \$ 6,700,000 | \$ 7,100,000 | \$ 7,430,000 | \$ 7,760,000 | \$ 8,120,000 | \$ 8,470,000 | \$ 8,840,000 |
| Mariposa | \$ 640,000 | \$ 1,620,000 | \$ 2,320,000 | \$ 2,580,000 | \$ 2,720,000 | \$ 2,830,000 | \$ 2,940,000 | \$ 3,070,000 | \$ 3,190,000 | \$ 3,330,000 |
| Mendocino | \$ 1,490,000 | \$ 3,790,000 | \$ 5,420,000 | \$ 6,030,000 | \$ 6,370,000 | \$ 6,630,000 | \$ 6,910,000 | \$ 7,200,000 | \$ 7,490,000 | \$ 7,780,000 |
| Merced | \$ 2,700,000 | \$ 6,860,000 | \$ 9,800,000 | \$ 10,890,000 | \$ 11,480,000 | \$ 11,960,000 | \$ 12,450,000 | \$ 12,970,000 | \$ 13,490,000 | \$ 14,030,000 |
| Modoc | \$ 940,000 | \$ 2,370,000 | \$ 3,390,000 | \$ 3,770,000 | \$ 3,980,000 | \$ 4,130,000 | \$ 4,300,000 | \$ 4,480,000 | \$ 4,650,000 | \$ 4,850,000 |
| Mono | \$ 690,000 | \$ 1,760,000 | \$ 2,520,000 | \$ 2,810,000 | \$ 2,960,000 | \$ 3,090,000 | \$ 3,210,000 | \$ 3,350,000 | \$ 3,480,000 | \$ 3,620,000 |
| Monterey | \$ 2,950,000 | \$ 7,570,000 | \$ 10,740,000 | \$ 12,090,000 | \$ 12,800,000 | \$ 13,370,000 | \$ 13,940,000 | \$ 14,570,000 | \$ 15,190,000 | \$ 15,830,000 |
| Napa | \$ 1,150,000 | \$ 2,930,000 | \$ 4,160,000 | \$ 4,700,000 | \$ 4,970,000 | \$ 5,190,000 | \$ 5,420,000 | \$ 5,670,000 | \$ 5,910,000 | \$ 6,160,000 |
| Nevada | \$ 1,170,000 | \$ 3,010,000 | \$ 4,260,000 | \$ 4,820,000 | \$ 5,100,000 | \$ 5,330,000 | \$ 5,560,000 | \$ 5,820,000 | \$ 6,070,000 | \$ 6,340,000 |
| Orange | \$ 14,730,000 | \$ 38,240,000 | \$ 53,950,000 | \$ 61,580,000 | \$ 65,390,000 | \$ 68,460,000 | \$ 71,620,000 | \$ 75,060,000 | \$ 78,410,000 | \$ 81,890,000 |
| Placer | \$ 3,030,000 | \$ 7,860,000 | \$ 11,110,000 | \$ 12,650,000 | \$ 13,420,000 | \$ 14,050,000 | \$ 14,690,000 | \$ 15,400,000 | \$ 16,080,000 | \$ 16,780,000 |
| Plumas | \$ 780,000 | \$ 1,990,000 | \$ 2,820,000 | \$ 3,180,000 | \$ 3,360,000 | \$ 3,520,000 | \$ 3,670,000 | \$ 3,840,000 | \$ 4,010,000 | \$ 4,180,000 |
| Riverside | \$ 11,850,000 | \$ 30,570,000 | \$ 43,260,000 | \$ 49,070,000 | \$ 52,020,000 | \$ 54,390,000 | \$ 56,830,000 | \$ 59,490,000 | \$ 62,090,000 | \$ 64,770,000 |
| Sacramento | \$ 8,800,000 | \$ 22,720,000 | \$ 32,160,000 | \$ 36,480,000 | \$ 38,670,000 | \$ 40,440,000 | \$ 42,250,000 | \$ 44,220,000 | \$ 46,150,000 | \$ 48,150,000 |
| San Benito | \$ 660,000 | \$ 1,690,000 | \$ 2,400,000 | \$ 2,680,000 | \$ 2,840,000 | \$ 2,950,000 | \$ 3,070,000 | \$ 3,210,000 | \$ 3,340,000 | \$ 3,480,000 |
| San Bernardino | \$ 11,470,000 | \$ 29,620,000 | \$ 41,890,000 | \$ 47,560,000 | \$ 50,420,000 | \$ 52,730,000 | \$ 55,110,000 | \$ 57,690,000 | \$ 60,210,000 | \$ 62,830,000 |
| San Diego | \$ 16,510,000 | \$ 42,730,000 | \$ 60,360,000 | \$ 68,710,000 | \$ 72,900,000 | \$ 76,270,000 | \$ 79,750,000 | \$ 83,530,000 | \$ 87,230,000 | \$ 91,040,000 |
| San Francisco** | \$ 3,360,000 | \$ 8,620,000 | \$ 12,230,000 | \$ 13,780,000 | \$ 14,580,000 | \$ 15,240,000 | \$ 15,890,000 | \$ 16,620,000 | \$ 17,330,000 | \$ 18,050,000 |
| San Joaquin | \$ 4,770,000 | \$ 12,240,000 | \$ 17,350,000 | \$ 19,570,000 | \$ 20,700,000 | \$ 21,620,000 | \$ 22,560,000 | \$ 23,590,000 | \$ 24,600,000 | \$ 25,630,000 |

EXHIBIT A

5-Year Funding Outlook (in \$1,000s)

| Funding Sources | Total Investment | Previous | FY19-20 | FY20-21 | FY21-22 | FY22-23 | FY23-24 |
|--|------------------|------------------|-----------------|-----------------|-----------------|------------------|------------------|
| Airport Enterprise Fund | \$ 60 | \$ 60 | | | | | |
| CIP/General Fund | \$ - | | | | | | |
| Civic Center (COPs, General Fund) | \$ 20,500 | \$ 20,500 | | | | | |
| Courthouse Fine Fund | \$ 30 | | \$ 30 | | | | |
| Federal Lands Access Program (FLAP)** | \$ - | | | | | | |
| Highway Bridge Program (HBP)** | \$ 3,500 | | | \$ 250 | \$ 1,750 | \$ 1,500 | |
| Highway Safety Improvement Program (HSIP)** | \$ 250 | | | \$ 250 | | | |
| Jail (SB844, CCP, in-kind match) | \$ 27,000 | | \$ 500 | \$ 500 | \$ 500 | \$ 13,000 | \$ 12,500 |
| LTC OWP | \$ 360 | \$ 60 | \$ 60 | \$ 60 | \$ 60 | \$ 60 | \$ 60 |
| RSTP | \$ 81 | | \$ 81 | | | | |
| SB1 - Excise Tax Resets, Inflationary Adjustments, & Loan Funds* | \$ - | | | | | | |
| SB1 - Road Maintenance and Rehabilitation Account (RMRA)* | \$ 11,460 | \$ 2,171 | \$ 1,659 | \$ 1,810 | \$ 1,890 | \$ 1,940 | \$ 1,990 |
| Southern California Edison Undergrounding (SCE Rule 20A) | \$ 1,000 | | | \$ 1,000 | | | |
| STIP - 2020 Cycle?* | \$ 3,000 | | | | | \$ 3,000 | |
| STIP - Airport Road Rehabilitation | \$ 1,567 | \$ 32 | \$ 135 | \$ 1,400 | | | |
| STIP - Eastside Lane Overlay/In-Place Recycle - Phase 1 | \$ 1,650 | \$ 1,650 | | | | | |
| STIP - Long Valley Streets | \$ 2,550 | | | \$ 2,550 | | | |
| Systemic Safety Analysis Report (SSARP, in-kind match) | \$ 50 | \$ 50 | | | | | |
| Upper Summers Meadow Road Bridge (75% CDAA, RSTP) | \$ 675 | \$ 675 | | | | | |
| Zones of Benefit | \$ 17 | \$ 17 | | | | | |
| | \$ 73,750 | \$ 25,215 | \$ 2,465 | \$ 7,820 | \$ 4,200 | \$ 19,500 | \$ 14,550 |

*CSAC Estimates - Updated 1/22/19

**Grant programs with uncertain availability

Funding Sources Key

ATP - Active Transportation Program

BSCC - Jail Revenue Bonds

CCP - Community Corrections Partnership

CDAA - California Disaster Assistance Act

COPs - Certificates of Participation

FLAP - Federal Lands Access Program

GF - General Fund

HBP - Highway Bridge Program

HSIP - Highway Safety Improvement Program

LTC OWP - Mono Local Transportation Commission Overall Work Program

RMRA - Road Maintenance and Rehabilitation Account (part of SB 1)

RSTP - Regional Surface Transportation Program

SB 1 - The Road Repair and Accountability Act

SB 844 - State Revenue Bonds for Jail Construction

SSARP - Systemic Safety Analysis Report Program

STIP - State Transportation Improvement Program

ZOB - Zone of Benefit

2020 5-Year Road CIP (in \$1,000s)

| Projects | | Funding Sources | Total Investment | Previous | FY19-20 | FY20-21 | FY21-22 | FY22-23 | FY23-24 |
|---|--|-------------------------|----------------------------------|------------------|-----------------|-----------------|-----------------|------------------|------------------|
| Complete | Upper Summers Meadow Road Bridge | 75% CDAA, RSTP | \$ 675 | \$ 675 | | | | | |
| | County-wide Fog Seal & Stripe - Phase 1 | RMRA | \$ 774 | \$ 774 | | | | | |
| | Rimrock ZOB Preventative Maintenance | ZOB | \$ 17 | \$ 17 | | | | | |
| | Bryant Field & Lee Vining Airport Runway Fog Seal & Stripe | Airport | \$ 60 | \$ 60 | | | | | |
| In Progress | Mono County Civic Center | COPs | \$ 20,500 | \$ 20,500 | | | | | |
| | Bridge Asset Inventory Update | LTC OWP | \$ 30 | \$ 30 | | | | | |
| | Systemic Safety Analysis Report | SSARP, in-kind match | \$ 50 | \$ 50 | | | | | |
| | Transportation Asset Management/PMS/Aerial/PSRs | LTC OWP | \$ 300 | \$ 30 | \$ 30 | \$ 60 | \$ 60 | \$ 60 | \$ 60 |
| | Mono City Slurry Seal & Dig-outs | RMRA | \$ 120 | \$ 120 | | | | | |
| | Benton Crossing Road Maintenance - Phase 1 | RMRA with RSTP | \$ 738 | \$ 738 | | | | | |
| | South Landing Road Overlay | RMRA | \$ 470 | \$ 470 | | | | | |
| | Hackney Drive/Shop Road Rehabilitation | RMRA | \$ 270 | \$ 270 | | | | | |
| | Walker Senior Center Parking | CIP/General Fund | \$ - | | | | | | |
| | Eastside Lane Rehabilitation - Phase 1 | STIP (Fed), RMRA PS&E | \$ 1,650 | \$ 1,650 | | | | | |
| | Airport Road Rehabilitation | STIP (Fed) | \$ 1,567 | \$ 32 | \$ 135 | \$ 1,400 | | | |
| | Proposed | Jail Replacement | SB844, CCP, in-kind match | \$ 27,000 | | \$ 500 | \$ 500 | \$ 500 | \$ 13,000 |
| Rock Creek Road and Convict Lake Road Fog Seal & Stripe | | RMRA | \$ 240 | | \$ 240 | | | | |
| Long Valley Streets Rehabilitation | | STIP (state only), RMRA | \$ 2,650 | | \$ 100 | \$ 2,550 | | | |
| Twin Lakes Road Maintenance | | RMRA | \$ 1,300 | | \$ 1,300 | | | | |
| Bridge Maintenance Program | | RMRA | \$ 500 | | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 |
| Bridgeport Courthouse Parking | | Courthouse Fine Fund | \$ 30 | | \$ 30 | | | | |
| County Road Standards Update | | LTC OWP | \$ 30 | | \$ 30 | | | | |
| Virginia Lakes Road Maintenance | | RMRA | \$ 760 | | | \$ 760 | | | |
| Cunningham Lane Bridge Replacement | | HBP | \$ 1,750 | | | \$ 250 | \$ 1,500 | | |
| Civic Center Overhead Utility Undergrounding | | SCE Rule 20A | \$ 1,000 | | | \$ 1,000 | | | |
| Highway Safety Improvement Program Project | | HSIP | \$ 250 | | | \$ 250 | | | |
| Benton Crossing Road Maintenance - Phase 2 | | RMRA | \$ 2,539 | | | | \$ 2,539 | | |
| Larson Lane Bridge Replacement | | HBP | \$ 1,750 | | | | \$ 250 | \$ 1,500 | |
| Eastside Lane Rehabilitation - Phase 2 | | RMRA | \$ 1,840 | | | | | \$ 1,840 | |
| Antelope Valley Streets** | | STIP (Fed) | \$ 3,000 | | | | | \$ 3,000 | |
| Benton Crossing Road Maintenance - Phase 3 | | RMRA | \$ 1,890 | | | | | | \$ 1,890 |
| Down Canyon June Lake ZOB Amendment & Road Rehab | | ZOB | \$ - | | | | | | |
| | | | \$ 73,750 | \$ 25,416 | \$ 2,465 | \$ 6,870 | \$ 4,949 | \$ 19,500 | \$ 14,550 |
| Remaining Balance | | | \$ - | \$ (201) | \$ - | \$ 950 | \$ (749) | \$ - | \$ - |

EXHIBIT B



R19-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING A LIST OF PROJECTS
FOR FISCAL YEAR 2019-2020 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure residents of the County are aware of the projects proposed for funding in the community and which projects have been completed each fiscal year; and

WHEREAS, the County must adopt annually a resolution listing projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for each project's completion, and the estimated useful life of the improvement; and

WHEREAS, the County, will receive an estimated \$1,658,818 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

WHEREAS, this is the third year in which the County is receiving SB 1 funding and will enable it to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the County has undergone a robust public process to ensure public input into the community's transportation priorities/the project list; and

WHEREAS, the County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the County maintain and rehabilitate streets/roads throughout the County this year and many similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the County's streets and roads are in an "at-risk" condition and this revenue will help the County increase the overall quality of its road system and over the next decade is expected to bring its streets and roads into a "good" condition; and

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PASSED, APPROVED and ADOPTED this 17th day of April, 2019, by the following vote, to wit:

AYES:

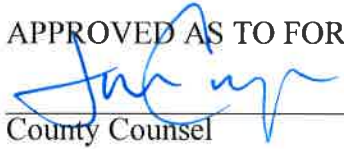
NOES:

ABSENT:

ABSTAIN:

John Peters, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:
 4/10/19

County Counsel

Clerk of the Board



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2019

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:

| |
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| <p>Click to download</p> <p>No Attachments Available</p> |
|--|

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2019

TIME REQUIRED

SUBJECT Closed Session - Public Employment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer (CAO).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2019

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
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| <p>Click to download</p> <p>No Attachments Available</p> |
|--|

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 4/9/2019 4:29 PM | County Administrative Office | Yes |
| 4/11/2019 9:33 AM | County Counsel | Yes |
| 4/11/2019 1:04 PM | Finance | Yes |



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2019

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 case: *The People of the State of California, Mono County et al. v. Los Angeles Department of Water and Power et al.*, Mono County Superior Case No. 10088.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 4/11/2019 9:14 AM | County Administrative Office | Yes |
| 4/9/2019 4:18 PM | County Counsel | Yes |
| 4/11/2019 2:11 PM | Finance | Yes |



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2019

Departments: CAO

TIME REQUIRED 45 minutes

PERSONS Kevin Carunchio

SUBJECT Mono-Madera County Boundary
Adjustment Update & Direction

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Mono-Madera County Boundary Adjustment Update & Direction.

RECOMMENDED ACTION:

1. Receive an update from staff regarding status of discussions with Madera County officials regarding adjustments to the counties' common boundary line and other means to address public safety concerns and other public services in the Reds Meadow/Middle Fork San Joaquin River area of Madera County. 2. Consider request from Madera County to develop an updated Memorandum of Understanding (MOU) to address public safety concerns and other public services in the Reds Meadow/Middle Fork San Joaquin River area of Madera County. 3. Request and receive input from local partners about the public services they currently provide in the Reds Meadow/Middle Fork San Joaquin River area of Madera County, and what issues these entities would like to see addressed as topics in any new, comprehensive MOU 4. Provide direction to staff regarding suspending work on the County Boundary adjustment proposal and devoting resources to developing an updated MOU, as requested by Madera County. 5. Consider sending letter to the Madera County Board of Supervisors communicating Mono County's position and authorize the Board Chair to sign.

FISCAL IMPACT:

None. However, proceeding to undertake the development and execution of an updated and comprehensive MOU for public services in the Reds Meadow/Middle Fork San Joaquin River area of Madera County – a proposition that is recommended below – is expected to require the County and other local entities to devote significant time and resources to the effort.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760932-5414 / lcahpman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[Staff Report](#)

[January 2, 1998 Staff Report](#)

[1994 MOU between Mono and Madera](#)

[Madera Restated/Proposed MOU](#)

[Board to Board Draft Letter](#)

History

| Time | Who | Approval |
|--------------------|------------------------------|-----------------|
| 4/11/2019 10:27 AM | County Administrative Office | Yes |
| 4/11/2019 8:32 PM | County Counsel | Yes |
| 4/11/2019 2:37 PM | Finance | Yes |



County of Mono

County Administrative Office

Dave Butters
Human Resources Director

Leslie L. Chapman
County Administrative Officer

Jay Sloane
Risk Manager

Date: April 16, 2019

To: Honorable Board of Supervisors

From: Leslie Chapman, County Administrator

Re: Mono-Madera County Boundary Adjustment Update & Direction

Recommended Action:

1. Receive an update from staff regarding status of discussions with Madera County officials regarding adjustments to the counties' common boundary line and other means to address public safety concerns and other public services in the Reds Meadow/Middle Fork San Joaquin River area of Madera County.
2. Consider request from Madera County to develop an updated Memorandum of Understanding (MOU) to address public safety concerns and other public services in the Reds Meadow/Middle Fork San Joaquin River area of Madera County.
3. Request and receive input from local partners about the public services they currently provide in the Reds Meadow/Middle Fork San Joaquin River area of Madera County, and what issues these entities would like to see addressed as topics in any new, comprehensive MOU
4. Provide direction to staff regarding suspending work on the County Boundary adjustment proposal and devoting resources to developing an updated MOU, as requested by Madera County.
5. Consider sending letter to the Madera County Board of Supervisors communicating Mono County's position and authorize the Board Chair to sign.

Fiscal Impact:

None. However, proceeding to undertake the development and execution of an updated and comprehensive MOU for public services in the Reds Meadow/Middle Fork San Joaquin River area of Madera County – a proposition that is recommended below – is expected to require the County and other local entities to devote significant time and resources to the effort.

Discussion:

On January 2, 2018, the Mono County Board of Supervisors considered and directed staff to explore the feasibility of and legislative process for moving the Mono-Madera county boundary to add lands in the Reds Meadow/Middle Fork San Joaquin River area of Madera County to Mono County in order to better address recently highlighted and heightened public safety concerns. A copy of the associated Agenda Request from January 2, 2018, including staff report and supporting materials, is attached for additional background (Attachment A).

Prior to the Board of Supervisors providing formal direction 15-months ago, informal discussions had occurred between staff members and individual Supervisors from Mono and Madera counties about possible interest in, and the benefits of adjusting the county line between the two counties. Madera County officials continued to express enthusiasm for exploring the county boundary adjustment process following the Mono County Board of Supervisors discussion and direction in January, 2018. On January 25, 2018, Mono and Madera counties' respective County Counsel Offices prepared a joint memo to both counties' Boards of Supervisors providing a summary of the process for altering the boundaries between the adjoining counties. Similar collaborative preparatory work occurred between staffs for other aspects of the potential county line adjustment process. Mono County also engaged its County Surveyor in preparing a legal description and associated map for the proposed boundary adjustment.

Subsequently, however, Madera County staff indicated to Mono County staff that, rather than pursue the county boundary change process, it preferred to first attempt to address the recently highlighted public safety concerns by developing a restated and amended version of the *Memorandum of Understanding Among Madera County, Mono County and the Town of Mammoth Lakes Regarding Law Enforcement Duties For Areas of Madera County East of The Sierra Crest*, executed on and remains in-place from April 12, 1994 (Attachment B). Madera County staff provided a preliminary draft of a proposed restated and amended MOU that focused solely on the provision of first responder responsibilities and provided much more detailed and intricate procedures for how Madera County would request and obtain Mono County's assistance, and how and under what circumstances Madera County would or would not reimburse Mono County for its assistance. (A copy of Madera County's proposed draft Restated and Amended MOU is included as Attachment C).

Public safety and associated first responder issues were the impetus for, and need to remain the primary and overarching reason for pursuing a county boundary adjustment, or restating and amending the 1994 MOU between Madera and Mono counties. However, during the intervening period – after the Mono County Board of Supervisors expressed its support for pursuing a boundary change and Madera County indicated its preference to first attempt to restate and amend the 1994 MOU – Mono County staff and members of your Board have gained a heightened sense of awareness of the multiplicity of public service issues involving Mono County agencies and entities providing services in the Reds Meadow/Middle Fork San Joaquin River area of Madera County. By way of illustration, these public services and the agencies and entities (in addition to Mono County) providing them include, but are not limited to:

- **Road Maintenance and Closures & Openings** (Town of Mammoth Lakes, Inyo National Forest, California Department of Transportation, Eastern Sierra Transit Authority, etc.);
- **Winter (Recovery) Operations** (Mammoth Mountain Ski Area);
- **Public Transportation** (Eastern Sierra Transit Authority, Town of Mammoth Lakes, Inyo National Forest, California Department of Transportation, Devils Postpile National Monument, etc.)

- **Patrol Agreements** (Town of Mammoth Lakes, Inyo National Forest, etc.);
- **Trail Maintenance** (Inyo National Forest, Town of Mammoth Lakes, Devils Postpile National Monument, Mammoth Lakes Trails and Public Access, etc.)
- **Waste & recycling regulation and reporting** (State of California, federal land use agencies)
- **Emergency Planning & Mutual Aid Agreements** (Town of Mammoth Lakes, Mammoth Lakes Fire Protection District, Inyo National Forest, Devils Postpile National Monument);
- **Tourism Marketing** (Town of Mammoth Lakes, Mammoth Lakes Tourism, Mammoth Mountain Ski Area, other private businesses, etc.)

If the county boundary change were to proceed, these services should and would continue to be recognized through various local agreements and other instruments among local, state and federal partners. However, to the extent that Madera County currently favors restating and amending the 1994 MOU in lieu of pursuing the county boundary adjustment, it seems of paramount importance that these services and the agencies and entities providing them should be recognized, and their means of implementation agreed on, in any “new” MOU with Madera County.

In preparation for today’s meeting, the agencies identified above have been invited to share with your Board and the public the array of services each is currently providing in the Reds Meadow/Middle Fork San Joaquin River area of Madera County, and to identify issues they believed should be addressed through any new MOU with Madera County.

Keeping in mind that the territory in which these services are being provided is currently part of Madera County and, absent Madera County being a willing partner to any proposed county boundary change, will most likely remain part of Madera County for the foreseeable future, it is in Mono County’s interest to give careful consideration and deference to Madera County’s request to develop a restated and updated MOU. Madera County believes that pursuing the MOU will be a simpler and more efficient means of addressing the inter-county issues it recognizes as occurring in the eastern part of its jurisdiction. For this reason, staff recommends your Board agree to Madera County’s request and provide direction for staff to work with Madera County to develop a new, comprehensive MOU for the provision of public safety/first responder and other public services in the Reds Meadow/Middle Fork San Joaquin River area of Madera County. And, based on your Board’s awareness of the many “other” public safety and public service issues being provided by Mono County entities in eastern Madera County, staff also recommends that your Board direct these agencies and organizations be included, and the services they provide be incorporated in the development of any new, updated MOU with Madera County. Staff has prepared a draft letter outlining Mono County’s position for your Board to consider transmitting to the Madera County Board of Supervisors.

Since the development of an expanded and comprehensive MOU is expected to take months or, possibly, years, staff also intends to begin working with Madera County staff to develop a “side agreement” to the 1994 MOU to provide clarification and agreement to address the most pressing public safety/first responder concerns that emerged in 2017 and 2018 and gave rise to the current boundary change discussions.

Respecting and proceeding with Madera County’s request to develop a restated and amended MOU, rather than what it believes would be a more complicated boundary change process, does not preclude either Mono County and/or Madera County from revisiting and renewing efforts to pursue a change in the counties’ boundary at any time in the future.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 2, 2018

Departments: CAO

TIME REQUIRED

SUBJECT Mono County Line Adjustment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Discussion regarding potential county line adjustments for Mono-Madera near Reds Meadows, Mono-Inyo near Oasis, California and Rock Creek.

RECOMMENDED ACTION:

1. Direct staff to explore the feasibility and legislative process for moving the Mono-Madera County boundary to add federal lands in the Reds Meadow/Middle Fork San Joaquin River area of Madera County to Mono County. 2. Direct staff to explore the feasibility and legislative process for adjusting the Mono-Inyo County line to remove land, including Oasis, California near California Highways 266 and 168 from Mono County and potentially add land near Rock Creek.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Leslie Chapman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--|
| Click to download |
| Staff Report |
| Mono-Madera Memo from Supervisor Corless |
| Mono-Madera Preliminary Map |
| Mono-Inyo Preliminary Oasis Map |

History



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Leslie L. Chapman
County Administrative Officer

January 2, 2018

To: Honorable Board of Supervisors

Subject: Mono County Line Adjustments

Recommended Action:

1. Direct staff to explore the feasibility and legislative process for moving the Mono-Madera County boundary to add federal lands in the Reds Meadow/Middle Fork San Joaquin River area of Madera County to Mono County.
2. Direct staff to explore the feasibility and legislative process for adjusting the Mono-Inyo County line to remove land, including Oasis, California near California Highways 266 and 168 from Mono County and potentially add land near Rock Creek.

Discussion:

The Board and staff of Mono, Inyo and Madera Counties have informally discussed moving County lines to address public safety concerns along with service provision for remote, outlying areas that could be better served by either Mono or Inyo County. The two County lines most frequently discussed are the Mono-Madera boundary near Reds Meadows and the Mono-Inyo boundary near Oasis, California. The area near Rock Creek has also been discussed. Staff is requesting approval to explore county line adjustments in all three areas.

The Mono-Madera adjustment is recommended based on public safety and administrative issues related to the heavy tourist usage, along with difficulty accessing the area from the Madera County side. Please see Supervisor Corless' memo that is attached for a more in-depth discussion. There is also a map of the area provided as an attachment.

The Mono-Inyo proposed line adjustments are based on accessibility, public safety and provision of County services such as road maintenance. This Oasis adjustment includes private land with a preliminary, estimated value of approximately \$9 million and therefore represents a loss of revenue. Conversely, road maintenance and other County services are costly due to the remoteness of the area, so the impacts will need careful consideration, including collaboration with Inyo County. See the attached map for a look at the Oasis, California area. A map of Rock Creek has not been generated yet.

In addition to a thorough impact analysis and outreach to interested parties, we must be careful to follow the correct legal and legislative processes. Preliminary discussions with Rural Counties Representatives of California staff and Senator Berryhill's legislative staff indicate that in the absence of opposition, the legislative process can be smooth. Additionally, Mono County Deputy Counsel Jason Canger did a preliminary analysis of the mechanics and options available and provided guidance in an email that is quoted below:

In order to change the Mono-Madera county boundary, the Counties must follow one of two procedures, and then amend the Government Code sections that provide the legal description of both Counties. The boundaries cannot be changed by legislation alone.

The first procedure is for (what we'll call) "standard boundary adjustments," while the second procedure is for "minor boundary adjustments." The standard procedure is more time and labor intensive, requires submitting resolutions of the proposed change to the Governor, and ultimately approval by a specially-appointed commission. It is designed to protect the property and economy of the citizens affected by the change. The minor procedure is less time and labor intensive, can be completed by the two affected counties passing resolutions (subject to citizen protest), and does not require state approval. But, the minor procedure can only be used so long as the change does not result in (1) a boundary being moved more than 5 miles; (2) a reduction by more than 5 percent in the area of the affected county; or (3) a reduction by more than 5 percent of the population of the affected county. Of course, both procedures involve more substantive and procedural requirements.

With respect to the "minor boundary adjustment," none of the proposed adjustments will qualify under (1); however, they may meet the requirements of (2) or (3). More analysis will be needed to determine this and will be one of the first steps if there is Board consensus to move forward.

There have been casual conversations with staff and Board members of both Madera and Inyo Counties, and with Board support, there will be more formalized discussions, and outreach will be expanded to other parties of interest including Inyo National Forest, Bureau of Land Management, National Park Service, land owners, ranchers, permittees, concessionaires and potentially others.

Another important step will be analyzing fiscal impacts including loss of property tax revenue and transient occupancy tax. We also recognize that there may be impacts to businesses depending on tax and revenue ordinances of the respective counties.

As the process unfolds, staff will return to your Board with an update along with recommendations and a resolution if applicable.

12/6/17

To: Mono County Board of Supervisors; CAO Leslie Chapman

From: Chair Stacy Corless, Mono County Board of Supervisors

RE: Mono/Madera County Boundary Adjustment Discussion

Summary: Mono County staff and elected officials have informally discussed exploring the state legislative process of moving the Mono/Madera County boundary to add federal lands in the Reds Meadow/Middle Fork San Joaquin River area of Madera County to Mono, as the only road access to these lands is from Mono County. This adjustment would address public safety and administrative concerns that have come to the forefront recently due to the area's popularity as a tourism and recreation destination.

This intention of this document is to inform the board on some research into the process, and to gauge board support for directing staff and permitting Chair Corless to continue work on this issue.

Background: The Reds Meadow Valley and the upper reaches of the Middle Fork San Joaquin River drainage are natural scenic wonders that attract thousands of visitors a year to the remote area west of Mammoth Mountain that includes Devils Postpile National Monument, and sections of the Inyo National Forest, John Muir and Ansel Adams Wildernesses. Though this area is in Madera County, the only road access is via Mono County and the Town of Mammoth Lakes. The nearest access point in Madera County is an unpaved, primitive forest road that is an 18-mile hike from Devils Postpile, following a historic trail that served as a trade route for native people and a toll road for 19th-century miners staking claims near Mammoth; from the eastern end of the Sierra National Forest Road in Madera County, it is a two-hour drive to Oakhurst.

The Reds Meadow Road starts at Minaret Summit along the Sierra Crest and the current county line, near the terminus of State Highway 203 in Mono County, and within the administrative boundary of the Town of Mammoth Lakes. The road extends 8.5 miles to Reds Meadow Resort (an Inyo National Forest permittee), accessing Devils Postpile National Monument as well as Inyo National Forest campgrounds and trailheads—including the popular John Muir and Pacific Crest long-distance trails. Forest lands in the area are managed by the Mammoth Ranger District, and campgrounds are managed by Inyo Recreation, an Inyo National Forest concessionaire. The road is open during summer months only. Mono County, through an MOU with Madera, responds to search and rescue and law enforcement calls to the Reds Meadow area.

The Reds Meadow area is such an important asset to the economy of the region that the Town of Mammoth Lakes recently applied for and was awarded a Federal Highways Administration Federal Lands Access Program (FLAP) grant to make much-needed repairs to the road; the \$23 million project is slated to start in 2021. More information on the road improvement project is available here: <http://www.townofmammothlakes.ca.gov/index.aspx?NID=758>

Proposed County Boundary Adjustment: The area in consideration comprises the northeastern section of Madera County that falls in the Middle Fork San Joaquin drainage, all within the administrative boundary of the Mammoth Ranger District on the Inyo National Forest (see the Inyo National Forest map here for clarification: <https://caltopo.com/map.html#l=37.60985,-119.07593&z=13&b=t&o=f16a%2Cr&n=1,0.25>). The Mono/Madera county boundary would be moved from its current location along the Sierra Crest and between the Middle Fork San Joaquin and Rush

12/6/17

To: Mono County Board of Supervisors; CAO Leslie Chapman

From: Chair Stacy Corless, Mono County Board of Supervisors

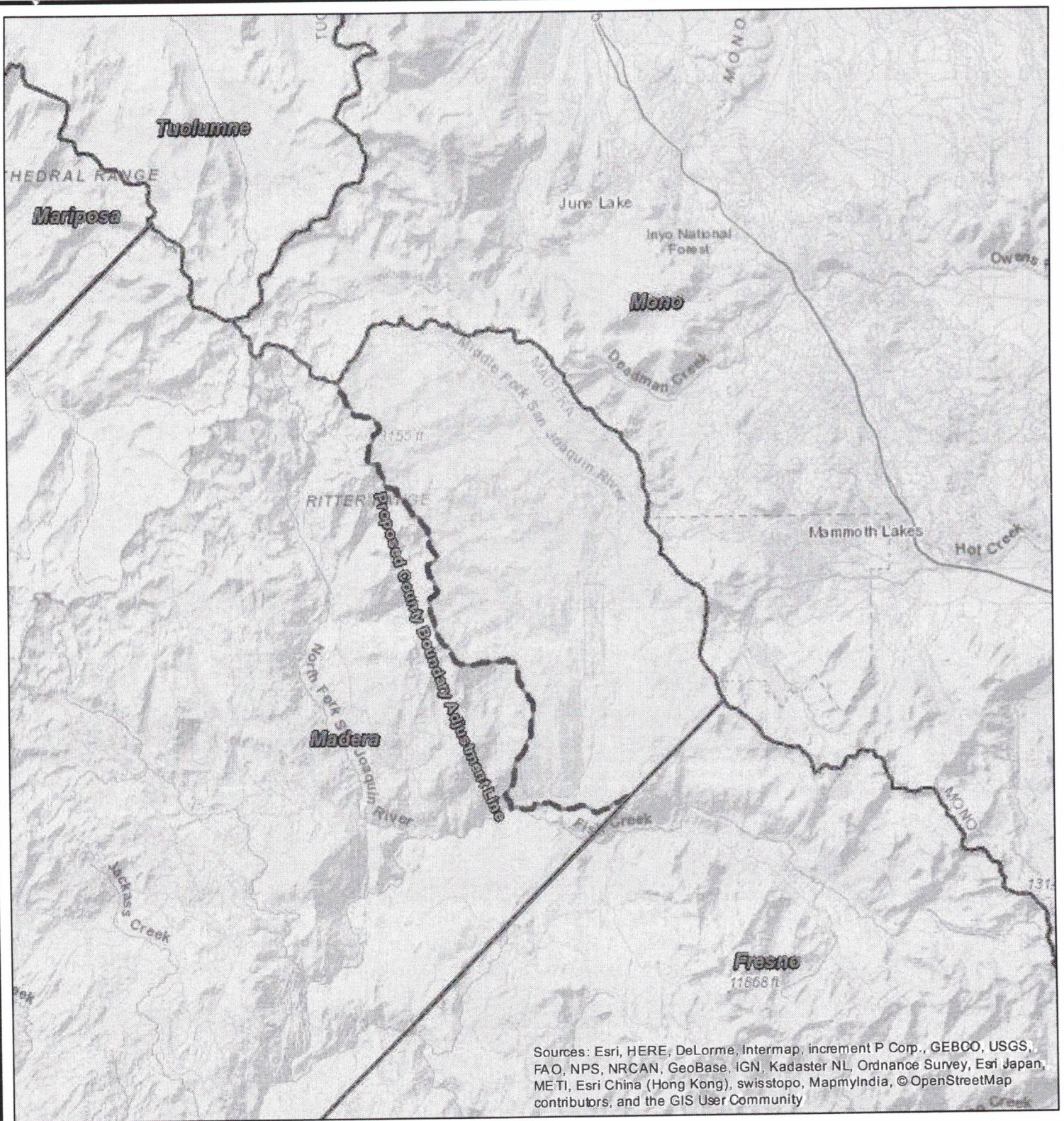
RE: Mono/Madera County Boundary Adjustment Discussion

Creek drainages, southwest to the iconic peaks that mark the divide between the Middle and North Fork San Joaquin—from Mammoth Crest, San Joaquin Ridge, Agnew and Island Passes, to the Ritter Range, Lion Point and across the Middle Fork near its confluence with Fish Creek up to the current boundary of Madera and Fresno counties south of the Mammoth Crest. The scope of this adjustment is important for public safety considerations, as many recreational activities occur among and along the mountains, trails and passes in the area, including the John Muir and Pacific Crest Trails that are several miles from the access road and developed recreation areas.

Next Steps: If the Mono County Board of Supervisors decides to move forward with the process, one next step is to seek cooperation and support from Madera County. Tom Wheeler, 5th District Supervisor in Madera County (which includes the Reds Meadow area), has indicated that he expects cooperation from Madera, including the Sheriff's Department. Since all the land in consideration is federally managed, seeking support from Devils Postpile National Monument, Inyo National Forest and permittees/concessionaires is also important.

Both Rural Counties Representatives of California (of which both Mono and Madera Counties are members) staff, and Sen. Berryhill's legislative staff indicate that this could be a relatively smooth legislative process, possibly through the Senate Committee on Governance and Finance, if there are no objections to the boundary change, and that such an action could be completed during the 2018 legislative session if bill language were drafted early in year. Both counties would likely need to pass resolutions of support for the proposal in January 2018.




Fiscal Impacts: Unknown; further research is needed to determine fiscal impacts for both counties.



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

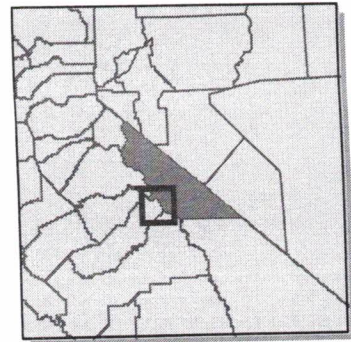
Mono/Madera County Boundary Adjustment

County Boundaries

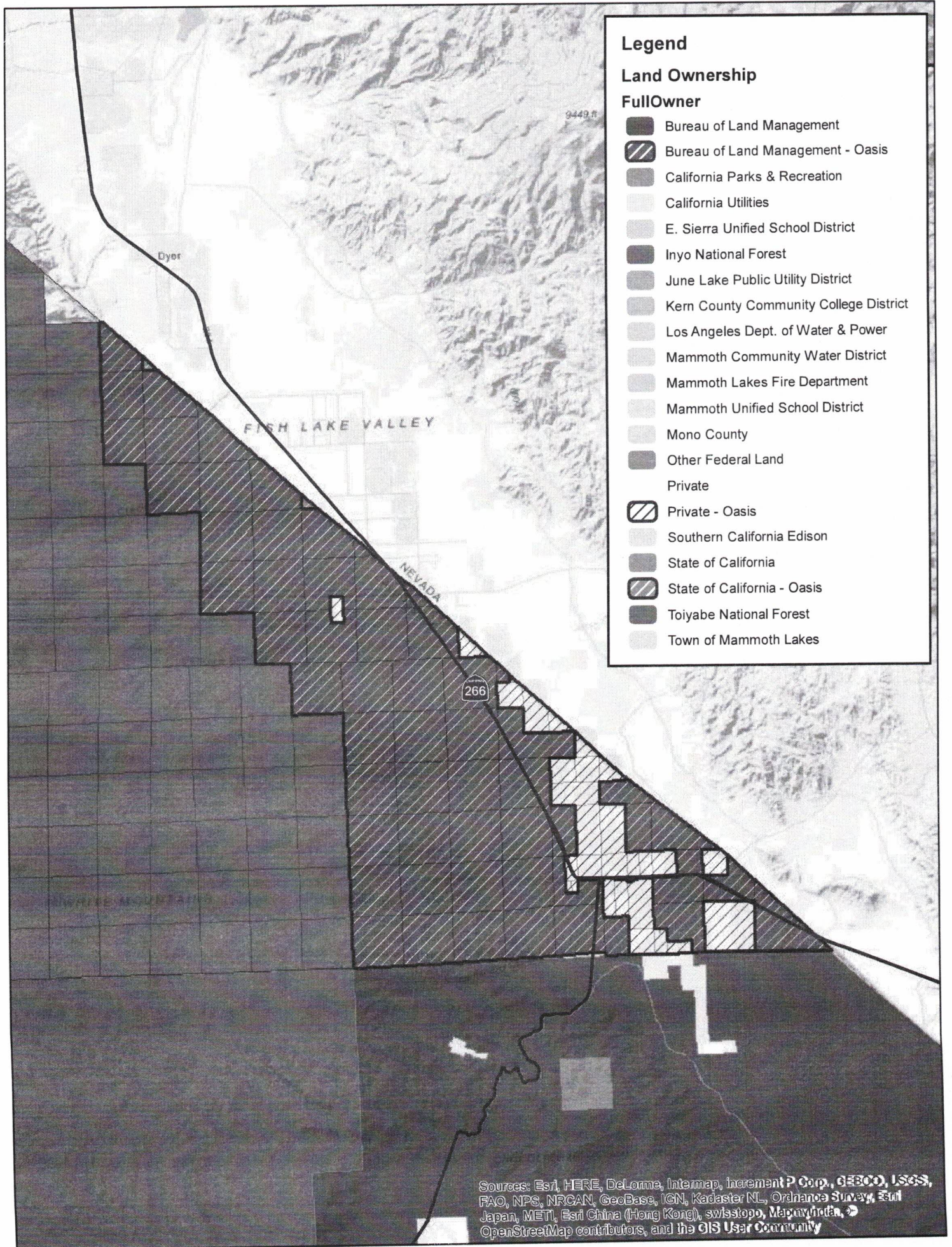
-  County Boundaries
-  Mono County Boundary Adjustment (Boundary)
-  Mono County Boundary Adjustment (Area)



Mono County GIS
 PO Box 7657
 Mammoth Lakes, CA 93546
 (760) 924-1819
 gs.mono.ca.gov



The information contained on this map is for reference purposes only and is in no way intended to serve as a legal description of property or other boundaries. The information on this map is subject to change without notice. This map is not to be reproduced or re-used without the prior permission of Mono County.
 Map created by: arcgis on 12/11/2017
 C:\Users\arcgis\AppData\Local\Temp\fc546774c25f414dba36f16065e944e80.mxd



MADERA COUNTY COUNTY OF MONO 5/21/2014

**MEMORANDUM OF UNDERSTANDING AMONG MADERA
COUNTY, MONO COUNTY AND THE TOWN OF
MAMMOTH LAKES REGARDING LAW ENFORCEMENT
DUTIES FOR AREAS OF MADERA COUNTY EAST
OF THE SIERRA CREST**

I. PARTIES.

The parties to this Memorandum of Understanding ("MOU"), which is executed pursuant to relevant provisions of California law permitting such agreements, are the County of Madera, the County of Mono and the Town of Mammoth Lakes.

II. RECITALS.

A. That portion of Madera County east of the Sierra crest and the San Joaquin River and adjacent to Mono County is accessible by paved roadway only from Mono County by way of Highway 203. Back country areas of Madera County east of the Sierra crest and west of the San Joaquin River are also most easily accessible from Mono County. These areas are collectively referred to in this memorandum as "the impacted area."

B. Certain facilities in the impacted area are subject to the jurisdiction of the Madera County Sheriff's Department.

C. In the interests of best protecting the public safety and the efficient use of taxpayer monies, Madera County desires that the Mono County Sheriff's Department and the Mammoth Lakes Police Department perform first responder responsibilities of Madera County for enforcing laws and regulations within the impacted area.

D. Mono County and the Town of Mammoth Lakes accept the delegation by Madera County of such responsibilities and enforce all applicable laws and regulations.

II. AGREEMENTS OF THE PARTIES.

A. Mono County agrees that its Sheriff's Department will perform first responder responsibility for enforcing within the impacted area all those applicable laws and regulations which it has a duty to enforce or carry out within Mono County.

B. Madera County agrees that Mono County may charge and retain, its usual and ordinary fees for carrying out the enforcement of such laws and regulations in such manner as if the enforcement had been within Mono County.

C. Statutorily, the responsibility for providing public safety services is that of Madera County. In order to execute this responsibility, in the best interests of public welfare, Madera County hereby authorizes and requests that Mono County respond to the impacted area on a first responder basis.

D. The parties agree that the Sheriff of Madera County will be notified of any incidents occurring in the impacted area and the Sheriff of Madera County will provide resources to assume operational responsibility when necessary.


E. The services that Mono County agree to provide shall include, but not be limited to, search and rescue, coroner's investigations, law enforcement as needed, and paramedics. The Town of Mammoth Lakes agrees to provide law enforcement personnel for those incidents where there exists an imminent threat to public safety.

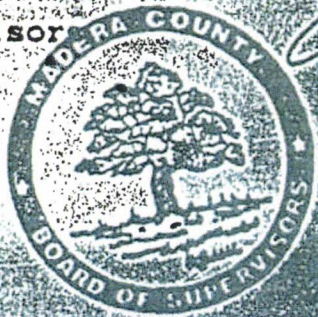
F. This MOU may be terminated by either party, at any time and without cause, by giving written notice to the other party, not less than thirty (30) days prior to the date of termination, and by paying all sums due under the terms of this MOU on the effective date of termination.

G. To the extent permitted by law, the parties to this MOU shall defend, indemnify, and hold each other harmless from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence or wrongful acts of the respective parties to this MOU or their officers or employees.

This memorandum shall become effective on April 12, 1994, and remain in effect until terminated.

COUNTY OF MONO


Chair
Board of Supervisors



COUNTY OF MADERA


Chair
Board of Supervisors

ATTEST
By 
Clerk

APPROVED AS TO FORM:

Neil McParrott
County Counsel

Marty A. Stetson
Sheriff

TOWN OF MAMMOTH LAKES

Kurt A. Stepp
Mayor
Town Council

APPROVED AS TO FORM:

[Signature]
Town Attorney

[Signature]
Chief of Police

APPROVED AS TO FORM:

[Signature]
County Counsel

[Signature]
Town Manager

APPROVED AS TO ACCOUNTING FORM:
AUDITOR-CONTROLLER

By [Signature]

APPROVED AS TO FORM (CAO)

By [Signature]

Coronick, Bob, DCERT.
SAR,

BILLING ISSUES CO. TO CO.

SAR COSTS - RE-IM.

2000 - 3000 ONGOING MAINT.

**RESTATED AND AMENDED MEMORANDUM OF UNDERSTANDING
AMONG MADERA COUNTY, MONO COUNTY, AND THE TOWN OF
MAMMOTH LAKES REGARDING LAW ENFORCEMENT DUTIES
FOR AREAS OF MADERA COUNTY EAST OF THE SIERRA CREST**

I PARTIES.

The parties to this Restated and Amended Memorandum of Understanding (“MOU”), which is executed pursuant to relevant provisions of California law permitting such agreements, are the County of Madera, the County of Mono, and the Town of Mammoth Lakes.

II RECITALS.

A. WHEREAS, that portion of Madera County east of the Sierra crest and the San Joaquin River and adjacent to Mono County is accessible by paved roadway only from Mono County by way of Highway 203. Back country areas of Madera County east of the Sierra crest and west of the San Joaquin River are also most easily accessible from Mono County. These areas are collectively referred to in this memorandum as “the impacted area;” and,

B. WHEREAS, certain facilities in the impacted area are subject to the jurisdiction of the Madera County Sheriff’s Department; and,

C. WHEREAS, in the interest of best protecting the public safety and the efficient use of taxpayer monies, Madera County desires that the Mono County Sheriff’s Department and the Mammoth Lakes Police Department perform certain first responder responsibilities of Madera County for enforcing laws and regulations within the impacted area; and,

D. WHEREAS, on April 12, 1994, Madera County, Mono County, and the Town of Mammoth Lakes entered into a Memorandum of Understanding Regarding Law Enforcement Duties for Areas Of Madera County East of the Sierra Crest (“Original MOU”) to accomplish the aforementioned purposes; and,

E. WHEREAS, the parties now desire to amend various provisions of the Original MOU, and intend to restate, amend, and replace and supersede the Original MOU; and,

F. WHEREAS, Mono County and the Town of Mammoth Lakes agree to accept the delegation by Madera County of certain responsibilities, as set forth herein, for the enforcement of applicable laws and regulations within the impacted area,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound, agree as follows:

III AGREEMENTS OF THE PARTIES.

A. Mono County agrees that, upon request by Madera County, its Sheriff’s Department will perform first responder responsibility for enforcing within the impacted area all those applicable laws and regulations which it has a duty to enforce or carry out within Mono County.

The procedures by which Madera County requests and obtains Mono County's assistance in the impacted area are as follows:

1. In instances where Mono County receives a call for service within the impacted area, Mono County will transfer the call to Madera County.
2. Upon Madera County receiving a call for service within the impacted area, either directly, by transfer from Mono County, or otherwise, a Madera County Search and Rescue ("SAR") Deputy will be alerted and he/she will receive the initial call information. The Madera County SAR Deputy will evaluate the call based on location, subject profile, weather conditions, and similar relevant factors.
3. Upon evaluation of the call, if it is determined by the Madera County SAR Deputy that Mono County's assistance is needed, the Mono County Dispatch will be contacted by the Madera County SAR Deputy. The Madera County SAR Deputy and a Mono County Sheriff's Deputy will then act as Joint Incident Commanders with unified control over the response operation.
4. Only those response resources that are agreed upon by both the Madera County SAR Deputy and the Mono County Deputy (as Joint Incident Commanders) shall be subject to cost recovery by Mono County.
5. Madera County shall maintain the right to deploy Madera County personnel at any time during the response operation to supplement or offset Mono County personnel.

B. The services that Mono County agrees to provide shall include, but not be limited to, search and rescue, coroner's investigations, law enforcement as needed and paramedics. The Town of Mammoth Lakes agrees to provide law enforcement personnel for those incidents where there exists an imminent threat to public safety.

C. Madera County agrees that Mono County may charge and retain, its usual and ordinary fees for carrying out the enforcement of such laws and regulations in such manner as if the enforcement had been within Mono County. However, cost recovery shall be limited to those additional resources and personnel deployed solely as a result of response operations in the impacted area. Personnel and resources that are already deployed and on duty in the normal course of Mono County's law enforcement and/or SAR operations at the time of a call for service in the impacted area shall not be subject to cost reimbursement by Madera County.

D. Mono County shall submit any invoices and related cost recovery documents within sixty (60) days of the initial date of the response operation. At minimum, the invoice and/or related cost recovery documents shall include the hourly cost of each employee, vehicle cost per mile (or hour, where applicable), and activity logs for each member of paid personnel deployed on the response mission. Madera County shall pay all complete and timely invoices within sixty (60) days of the date of invoice.

E. Mono County shall not be entitled to cost recovery or reimbursement from Madera County under this MOU where the subject of the SAR mission in the impacted area is a permanent or temporary resident of Mono County itself.

F. This MOU may be terminated by either party, at any time and without cause, by giving written notice to the other party, not less than thirty (30) days prior to the date of termination, and by paying all sums due under the terms of this MOU on the effective date of termination.

G. To the extent permitted by law, the parties to this MOU shall defend, indemnify, and hold each other harmless from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from the active negligence or wrongful acts of the respective parties to this MOU or their officers or employees.

H. This MOU contains the entire agreement between the parties hereto with respect to the services and transactions contemplated by this MOU. Without limiting the generality of the foregoing, this MOU shall completely and fully supersede all other understandings and agreements among the parties with respect to such services and transactions, including those contained in the Original MOU.

This Memorandum shall become effective on _____, and remain in effect until terminated.

COUNTY OF MONO

COUNTY OF MADERA

CHAIR
Board of Supervisors

CHAIR
Board of Supervisors

Attest:

By: _____
Clerk, Board of Supervisors

APPROVE AS TO FORM:

APPROVE AS TO FORM:

COUNTY COUNSEL
County of Mono

COUNTY COUNSEL
County of Madera

SHERIFF
County of Mono

SHERIFF
County of Madera

TOWN OF MAMMOTH LAKES

MAYOR
Town Council

TOWN MANAGER

APPROVED AS TO FORM:

TOWN ATTORNEY

CHIEF OF POLICE



Jennifer Halferty ~ District One Fred Stump ~ 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) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

April 17, 2019

The Honorable Board of Supervisors
County of Madera
c/o Rhonda Cargill, Chief Clerk of the Board
200 West 4th Street
Madera, CA 93637

SUBJECT: Emergency and Public Services Provided in Eastern Madera County

Dear Chairman Frazier and Members of the Board:

In January 2018, following several well-publicized search and rescue operations in easternmost Madera County, the Mono County Board of Supervisors directed staff to formally explore the feasibility of, and process for moving the Mono-Madera county boundary to add lands in the Reds Meadow/Middle Fork San Joaquin River area of Madera County to Mono County. The Board's action was informed by prior, informal conversations about the possibility of such an undertaking that occurred between individual Supervisors and staff from our counties. And, the Board's action resulted in our staffs working together to detail how altering our shared county line might be accomplished, including our respective County Counsel Offices preparing a joint memo to both Boards of Supervisors outlining the legislative process for altering the boundaries between our adjoining counties.

As you know, while Reds Meadow and the upper-reaches of the Middle Fork of the San Joaquin River are located in eastern Madera County, the only road accessing this remote but oft visited part of Madera County is via Mono County and the Town of Mammoth Lakes. As a result of this geographic reality, our counties executed a memorandum of understanding (MOU) in 1994 whereby Madera County authorized Mono County to provide first responder services, including search and rescue and paramedic services, as Mono's resources permitted. The 1994 MOU remains in effect and has well served visitors to the Reds Meadow area in need of emergency

services, and Madera County taxpayers. However, the difficulties both our counties experienced in coordinating emergency response and search and rescue operations in 2017 and 2018 led us to conclude pursuing a change in the county boundary might be the best means of assuring the most immediate response to matters of public safety, and to efficiently coordinate the ever-burgeoning need for other public services in this area of Madera County.

Although the county boundary change proposal was initially met with enthusiasm and positivity on both sides of the Sierra Crest, we have recently learned that Madera County wants to abandon the effort in favor of attempting to restate and amend the 1994 MOU between our counties. Mono County absolutely recognizes and respects Madera County's jurisdiction over its territory, as well as policy, in the Reds Meadow area, and the Mono County Board of Supervisors has directed staff to work to accomplish the necessary changes to the 1994 MOU.

However, the Mono County Board of Supervisors also wants to convey that it continues to believe adjusting the boundary between our two counties is the most efficient and, in the end, least complicated means of assuring public safety, containing costs, facilitating coordination, and providing public services in the area of Reds Meadow and Middle Fork of the San Joaquin River. Since the 1994 MOU was executed, the demand for public services in this part of your county has intensified far beyond law enforcement needs, and now involves multiple local, state, and federal agencies and other entities.

As part of our consideration of this matter today, the Board of Supervisors heard from multiple stakeholders about the services they are providing in the Reds Meadow/Middle Fork San Joaquin River area of Madera County, and what they need to see included in any new MOU between our counties. A partial list of the services being provided, which should be acknowledged in a new MOU, and the entities involved in their provision includes:

- **Road Maintenance and Closures & Openings** (Town of Mammoth Lakes, Inyo National Forest, California Department of Transportation, Eastern Sierra Transit Authority, etc.);
- **Winter (Recovery) Operations** (Mammoth Mountain Ski Area);
- **Public Transportation** (Eastern Sierra Transit Authority, Town of Mammoth Lakes, Inyo National Forest, California Department of Transportation, Devils Postpile National Monument, etc.);
- **Patrol Agreements** (Town of Mammoth Lakes, Inyo National Forest, etc.);

- **Trail Maintenance** (Inyo National Forest, Town of Mammoth Lakes, Devils Postpile National Monument, Mammoth Lakes Trails and Public Access, etc.);
- **Waste & recycling Regulation and Reporting** (State of California, federal land use agencies);
- **Emergency Planning & Mutual Aid Agreements** (Town of Mammoth Lakes, Mammoth Lakes Fire Protection District, Inyo National Forest, Devils Postpile National Monument);
- **Tourism Marketing** (Town of Mammoth Lakes, Mammoth Lakes Tourism, Mammoth Mountain Ski Area, other private businesses, etc.).

Our purpose in writing to you is twofold. First, the Mono County Board of Supervisors wants to pledge its commitment to working with your Board and your county to effectively address these critical public safety and public service issues in the Reds Meadow/Middle Fork San Joaquin River area of Madera County. And, second, as our staffs begin the task of revamping our 1994 MOU, that the effort be expanded to include all of the services and all of the providers of those services in your county.

We sincerely thank you for your ongoing consideration and look forward to working closely with you on these and other issues of importance to both our counties.

Respectfully,

John Peters, Chair
Mono County Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 16, 2019

Departments: County Counsel

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Stacey Simon

SUBJECT Agreement for Interim County
Administrative Officer

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with David Wilbrecht as Interim County Administrative Officer and prescribing the compensation, appointment and conditions of said interim employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution #R19-____, Approving a contract with David Wilbrecht as Interim County Administrative Officer and prescribing the compensation, appointment and conditions of said interim employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The cost of this contract is \$3,623 per week, which includes salary of \$3,334 and employer taxes of \$289. As the temporary employment of a CalPERS retiree incurs no benefits, there is a cost saving to the County of \$677 per week until the permanent CAO is hired.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760-924-1704 / ssimon@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"/> Agreement |

History

| Time | Who | Approval |
|-------------------|------------------------------|-----------------|
| 4/11/2019 9:06 AM | County Administrative Office | Yes |
| 4/11/2019 9:31 AM | County Counsel | Yes |
| 4/11/2019 2:37 PM | Finance | Yes |

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputy County Counsel
Anne M. Larsen
Jason T. Canger

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Lucas

To: Board of Supervisors
From: Stacey Simon
Date: April 16, 2019
Re: Contract for Interim CAO Services

Recommended Action

Announce Fiscal Impact. Adopt Resolution #R_____, approving a contract with David Wilbrecht as Interim County Administrative Officer and prescribing the compensation, appointment and conditions of said interim employment. Authorize the Board Chair to execute said contract on behalf of the County.

Strategic Plan Focus Area(s) Met

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

Discussion

Current County Administrative Officer Leslie Chapman announced her intention to leave employment with Mono County effective May 3, 2019. In response to that announcement, the Board of Supervisors elected to commission a full recruitment to fill the position. Recognizing that such a recruitment could take several months to complete, the Board determined that an Interim CAO should be retained to carry out the duties of CAO until such time as the position could be filled.

Dave Wilbrecht has many years of experience as a chief administrator and manager. He was CAO of Mono County from 2003 to 2011, where he was instrumental in establishing many of the programs and policies the County has in place today. Dave also spent time as the Town Manager for Mammoth Lakes and retired in June from his position as City Manager for the City of Blaine, Washington. Dave is willing and able to assist the County through this transition time by serving as the Interim CAO during the County's ongoing recruitment to fill the position.

The attached proposed agreement for Mr. Wilbrecht's services as Interim CAO complies with the requirements of the California Public Employees' Retirement System (CalPERS) regarding the employment of retired CalPERS members, including new requirements imposed by the Public Employee Pension Reform Act (PEPRA) of 2012.

Specifically, the agreement provides that Mr. Wilbrecht will work no more than 960 hours in any fiscal year and will be paid no more than the rate paid to other employees performing comparable duties (i.e., the rate as the County pays for CAO services). Dave's first day of work for the County would be April 29, 2019, allowing for one week of overlap with the outgoing CAO. The contract, although terminable at-will be either party, would remain in effect until a permanent CAO commences work.

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



RESOLUTION NO. R19-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
EMPLOYMENT AGREEMENT WITH DAVID G. WILBRECHT
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 Employment of David G. Wilbrecht as Interim County Administrative Officer, 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 of David G. Wilbrecht. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 16th day of April 2019, by the following vote:

AYES :

NOES :

ABSTAIN :

ABSENT :

ATTEST: _____
Clerk of the Board

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT REGARDING EMPLOYMENT
OF DAVID G. WILBRECHT
AS INTERIM COUNTY ADMINISTRATIVE OFFICER
FOR THE COUNTY OF MONO**

This Agreement is entered into this 16TH day of April 2019, by and between David G. Wilbrecht (“Mr. Wilbrecht”) and the County of Mono (“County”).

I. RECITALS

Mr. Wilbrecht was employed by County as its County Administrative Officer (CAO) from 2003 until 2011, when he left to pursue other employment, including serving as Town Manager for the Town of Mammoth Lakes and City Manager for the City of Blaine, Washington.

Mr. Wilbrecht retired from his position as City Manager of Blaine in June of 2018 and is a retiree of the California Public Employees Retirement System (CalPERS).

The County is currently recruiting to fill the position of CAO and requires the services of an interim CAO to fill that vacancy until such time as a CAO is hired by the County.

Mr. Wilbrecht is willing to serve as interim CAO, and the County wishes to employ Mr. Wilbrecht as its interim CAO, in accordance with the terms and conditions set forth in this Agreement and in compliance with CalPERS rules related to work performed by retired annuitants.

II. AGREEMENT

1. The term of this Agreement shall be from April 29, 2019, until such time as a permanent CAO is hired by County and commences work, unless earlier terminated by either party in accordance with this Agreement.

2. Commencing April 29, 2019, Mr. Wilbrecht shall be employed by Mono County as Interim County Administrative Officer, serving at the will and pleasure of the Board of Supervisors in accordance with the terms and conditions of this Agreement. Mr. Wilbrecht accepts such employment.

3. Mr. Wilbrecht’s hourly rate shall be \$83.36. Consistent with the requirements of California Government Code sections 7522.56 and 21221(h), Mr. Wilbrecht shall not work more 960 hours in any fiscal year, nor shall Mr. Wilbrecht be entitled to any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate, except that Mr. Wilbrecht may be reimbursed for actual, job-related expenses.

4. Mr. Wilbrecht understands and agrees that his receipt of compensation under this

Agreement is expressly contingent on his actual and regular rendering of personal services to the County. Should Mr. Wilbrecht cease rendering such services during this Agreement and be absent from work then he shall cease earning or receiving compensation 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.

5. Mr. Wilbrecht's employment as Interim CAO shall be "at-will" and, as such, the Board of Supervisors may terminate Mr. Wilbrecht'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.

6. Mr. Wilbrecht 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.

7. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Wilbrecht.

8. 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. Wilbrecht'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. Wilbrecht's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

9. Mr. Wilbrecht acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Wilbrecht 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.

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III. EXECUTION:

This Agreement is executed by the parties this 16th day of April 2019.

DAVID G. WILBRECHT:

THE COUNTY OF MONO:

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL