



# **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 BOS Meeting Room, 3rd Fl. Sierra Center Mall, Suite 307, 452 Old Mammoth Rd., Mammoth Lakes, CA 93546

### **Regular Meeting**

### **September 15, 2015**

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**TELECONFERENCE LOCATIONS:** 1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517. Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

**NOTE:** In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). 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 [www.monocounty.ca.gov](http://www.monocounty.ca.gov). If you would like to receive an automatic copy of this agenda by email, please send your request to Bob Musil, Clerk of the Board: [bmusil@mono.ca.gov](mailto:bmusil@mono.ca.gov).

**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. APPROVAL OF MINUTES**

**A. Board Minutes**

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on September 1, 2015.

**3. RECOGNITIONS**

**A. Domestic Violence Awareness Month**

Departments: Board of Supervisors

10 minutes

(Susi Bains, Wild Iris Director) - Proclamation designating October 2015 as Domestic Violence Awareness Month.

**Recommended Action:** Approve Proclamation designating October 2015 as Domestic Violence Awareness Month.

**Fiscal Impact:** None.

**4. BOARD MEMBER REPORTS**

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

**5. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**6. DEPARTMENT/COMMISSION REPORTS**

**7. 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. Hiring Freeze Variance for Temporary Intern**

Departments: Community Development Department

Approve hiring freeze variance for a temporary, part-time, limited term, unbenefited Community Development Intern.

**Recommended Action:** Approve hiring freeze variance and authorize the community development director to initiate recruitment of a temporary, part-time,

limited term, unbenefited Community Development Intern.

**Fiscal Impact:** General fund impact will not exceed \$7,513. Funding for this position was recently approved at \$7,513 in the Community Development Department budget.

**B. Hiring Freeze Variance--Quality Assurance Coordinator**

Departments: Behavioral Health

This vacancy is due to resignation of our current Quality Assurance Coordinator, who is leaving Mono County to relocate to the Bay Area. This position provides essential duties regarding our business, clinical and program systems. This position engages with other county government departments, State and Federal agencies, and grant holders regarding data, outcomes, deliverables and anything related to our policy and procedures related to funding. This position also oversees all audits with the Department of Health Care Services.

**Recommended Action:** 1. Adopt Resolution #R15-\_\_\_\_\_, authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to reflect the addition of a Quality Assurance Coordinator in the Behavioral Health Department and to authorize the County Administrative Officer to fill said allocated position. 2. Approve a hiring freeze variance to allow the Behavioral Health Department to fill the allocated position of a Quality Assurance Coordinator.

**Fiscal Impact:** There is no fiscal impact to the Mono County General Fund. Total cost for this position--\$6070.00 per month of which \$1535 is benefits and \$4535 is salary.

**C. Hiring Freeze Variance Request**

Departments: Sheriff's Office

The Sheriff's Office has four vacant Deputy Sheriff positions, which have been frozen to save money and balance the County budget. Three of these positions have been vacant for over a year. The 2015/2016 Budget authorized filling two of the four vacant Deputy Sheriff positions.

**Recommended Action:** Approve a variance of the hiring freeze to allow the Mono County Sheriff's Office to recruit and hire two Deputy Sheriff I/II positions.

**Fiscal Impact:** The positions would be initially filled as Deputy Sheriff I, with a promotion to Deputy II after successful completion of six months of employment. As agreed to in the approved 2015/16 Budget, these positions will be filled for nine months of this fiscal year. The maximum impact to the general fund will be \$92,061 for each position (\$50,266 salary and \$41,795 benefits) for a total cost of \$184,122 for two Deputy Sheriff positions for nine months. There is sufficient appropriation in the 2015/16 Budget.

**D. Hiring Freeze Variance: Deputy II position**

Departments: Sheriff's Office

The Mono County Sheriff's Office recently had a Deputy II resign and leave a vacancy in the department. This vacancy leaves the department down five (5) patrol deputy positions. A hiring freeze variance is being requested to recruit and hire a Lateral Deputy Sheriff in the Deputy II capacity to fill this vacancy.

**Recommended Action:** Approve a variance of the hiring freeze to allow the Mono County Sheriff's Office to recruit and hire one Deputy Sheriff II position.

**Fiscal Impact:**

Deputy II at A step:

Total of \$71,079 in wages

Total of \$49,166 in benefits

Deputy II at B step, including education pay at 12.5%:

Total of \$83,777 in wages

Total of \$58,492 in benefits

This is an allocated position for which there is sufficient appropriation in the 2015/16 Budget. In fact, there will be salary savings from October 1st until the position is filled.

**E. Approval of At Will Contract for Wesley Hoskin**

Proposed employment agreement with Wesley Hoskin pertaining to the Investigator 1 Position for the District Attorney's Office.

**Recommended Action:** Approve Resolution #R\_\_\_\_\_, approving an employment agreement with Wesley Hoskin, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** No General Fund Impact as position is funded by the Community Corrections Partnership Committee.

**F. Temporary Road Closure of Convict Lake Road for Pedestrian Bridge Work**

Replacement of a pedestrian bridge at the Convict Lake outfall requires the temporary closure of Convict Lake Road.

**Recommended Action:** 1. Receive staff report regarding construction on Convict Lake Road. 2. Consider and potentially adopt Resolution No. R15-\_\_\_\_\_, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of Convict Lake Road for Pedestrian Bridge Work." 3. Provide any desired direction to staff.

**Fiscal Impact:** None. The Convict Lake Road Reconstruction Project is fully funded by federal and state grants. 88.53% sourced from the Federal Lands Access Program with 11.47% sourced from a State Transportation Improvement Program Grant.

**G. ESTA JPA Amendment**

Departments: Board of Supervisors, County Counsel

Proposed third amendment to Eastern Sierra Transit Authority Joint Powers Agreement (ESTA JPA).

**Recommended Action:** Approve proposed third amendment to ESTA JPA Agreement and authorize the Board Chair to sign said amendment on behalf of the County.

**Fiscal Impact:** None.

**8. CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE**

All items listed are located in the Office of the Clerk of the Board, and are available for review.

**9. REGULAR AGENDA - MORNING**

**A. Fish and Game Fine Fund Expenditure**

Departments: Economic Development

10 Minutes

(Alicia Vennos) - The Board consider and approve the recommendation by the Mono County Fisheries Commission to allocate \$700.00 from the Fish and Game Fine Fund to support the Mammoth Creek Clean-up Day.

**Recommended Action:** The Board consider and approve the recommendation by the Mono County Fisheries Commission to allocate \$700.00 from the Fish and Game Fine Fund to support the Mammoth Creek Clean-up Day.

**Fiscal Impact:** Mono County receives roughly \$7,500.00 on an annual basis from the Department of Fish and Wildlife. Currently \$16,900.00 is available in the budget for this expenditure. If approved the \$700.00 expenditure would bring the available balance in this account to \$16,200.00.

**B. Resolution of Intent To Approve An Amendment To An Existing CALPERS Contract**

Departments: Fianance

10 minutes (5 minute presentation; 5 minute discussion)

(Leslie Chapman) - Proposed resolution of intention to approve an amendment to the contract between the Board of Administration California Public Employees" Retirement System and the Board of Supervisors, County of Mono.

**Recommended Action:** Proposed resolution #R15-\_\_\_\_\_, approving an amendment to the contract between the Board of Administration California Public Employees" Retirement System and the Board of Supervisors, County of Mono. Provide any desired direction to staff.

**Fiscal Impact:** The increases to both salaries and PERS contributions will offset

each other resulting in no immediate fiscal impact to the County. It is expected that increases to PERSable wages will be absorbed in the actuarial estimates and will not have a noticeable impact on the County's PERS rates.

**C. CALPERS SDMGMT Contract Amendment Ordinance - First Reading**

Departments: Finance

10 minutes (5 minute presentation; 5 minute discussion)

(Leslie Chapman) - An Ordinance of the Board of Supervisors, County of Mono, authorizing an amendment to the contract between the Board of Supervisors, County of Mono and the Board of Administration of the California Public Employees" Retirement System.

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

**Fiscal Impact:** The increases to both salaries and PERS contributions will offset each other resulting in no immediate fiscal impact to the County. It is expected that increases to PERSable wages will be absorbed in the actuarial estimates and will not have a noticeable impact on the County's PERS rates.

**D. Regional Transportation Plan/General Plan Update Workshop**

Departments: Community Development Department

1 hour (40 minute presentation; 20 minute discussion)

(Scott Burns, Wendy Sugimura, Brent Calloway) - Presentation by the Mono County Community Development Department regarding the 2015 Regional Transportation Plan/General Plan Update.

**Recommended Action:** This workshop is informational only at this time. A formal public hearing at which action can be taken is anticipated for December. Provide any desired direction to staff.

**Fiscal Impact:** To be determined; based on implementation of future projects and programs. This RTP/GPU Update was funded primarily by transportation planning funds and a \$326,514 Sustainable Communities Planning grant from the state, with some General Fund contribution through the Community Development Department budget.

**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. CLOSED SESSION**

**A. Closed Session--Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section

54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, and Lynda Salcido. 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 Administrator.

**C. Closed Session - Public Employment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: HR Director.

**D. Conference with Legal Counsel**

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. Facts and circumstances: personnel complaint.

**REGULAR SESSION RECONVENES AFTER CLOSED SESSION**

**12. 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.)

**13. REGULAR AGENDA - AFTERNOON**

**A. Benton and Chalfant Ballfields**

Departments: Public Works Facilities

30 minutes (10 minute presentation; 20 minute discussion)

(Joe Blanchard) - Discussion regarding the condition of the Benton and Chalfant Ballfields and Public Works' efforts to make improvements.

**Recommended Action:** Discuss methods to improve the condition of the Benton and Chalfant ballfields. Provide any desired direction to staff.

**Fiscal Impact:** None at this time.

**B. Assessor's Response to Grand Jury Report**

Departments: Assessor, Board of Supervisors

30 minutes (10 minute presentation; 20 minute discussion)

(Barry Beck) - Discussion with the Assessor regarding his proposed responses to findings and recommendations of the 2014-15 grand jury report pertaining to the Assessor's Office ("Case #05"). (This item was requested by Supervisor Corless with concurrence by the Assessor, Barry Beck.)

**Recommended Action:** None.

**Fiscal Impact:** None.

**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     September 15, 2015

**Departments:** Clerk of the Board

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Board Minutes

**AGENDA DESCRIPTION:**

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

Approve minutes of the Regular Meeting held on September 1, 2015.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** x5533 / skendall@rocketmail.com

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
***PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING***

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

Click to download

[09-01-15 draft mins](#)

**History**

Time	Who	Approval
9/9/2015 9:49 AM	County Administrative Office	Yes
9/9/2015 10:36 AM	County Counsel	Yes





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

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

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

**Regular Meeting  
September 1, 2015**

Flash Drive	#1007
Minute Orders	M15-181 to M15-1
Resolutions	R15-61 to R15-
Ordinance	ORD15-07 NOT USED

12:00 PM Meeting Called to Order by Chairman Fesko.

*Supervisors present: Alpers, Corless, Fesko, Johnston and Stump.  
Supervisors absent: None.*

*Closed Session: 1: 37 p.m.  
Reconvene: 1:50 p.m.  
Adjourn: 1:51 p.m.*

Pledge of Allegiance led by Supervisor Corless.

1. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**  
*No one spoke.*
2. **APPROVAL OF MINUTES - NONE**
3. **RECOGNITIONS - NONE**
4. **BOARD MEMBER REPORTS**  
Supervisor Alpers:

**Note**

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- 8/21 - Attended the ESTA Board of Directors meeting held in Bishop at the Bishop City Council Chambers. The Board unanimously approved a Joint Powers Agreement Amendment which permits each of the member entities to appoint up to one of the two governing Board positions from a member of the public at large. The amendment also indicates that the new subsection remains in effect only until June 30, 2017, unless a later enacted statute deletes or extends that date (sunset language). Dan Holler, Mammoth Lakes Town Manager, presented the Mammoth Lakes Strategic Alignment Workshops schedule to the ESTA Board. The Mammoth Lakes Town Council is in the process of reviewing and developing goals and priorities for the Town. While building off of previous work, this year the Town plans to have an important focus on "strategic alignment" between the Town and non-governmental organizations (NGOs) that are supported by and partner with the Town. All work sessions have been scheduled for Suite Z in the Minaret Mall. The first 2 sessions were held on 8/27 & 31. The next 2 sessions will be on 9/10 and 10/8.
- 8/21 - Attended the Mammoth High School Gym Floor Dedication Ceremony. The floor was officially presented to the MHS students, staff, administration, school board, invited guests and the community in general by Lou Marguiles, President of the Mammoth High School Booster Club. Shields Richardson and Supervisor Alpers represented the County and the Town respectively at the Ribbon Cutting event. The beautiful maple floor is a long overdue, functional addition to the school as well as the community.
- 8/24 - Attended a Special Meeting of YARTS video conference to the BOS Chambers at the Sierra Center Mall. The only agenda item was to initiate an action plan to increase revenue to the YARTS operation. The Board directed Dick Whittington to pursue and research a variety of alternatives and to report back to the Board at its October meeting.
- June Lake Signage: Monument signage is temporarily put on hold; new signage put up by Caltrans took the spot where the monument sign was going to go. Some folks think signs should be placed differently. He will be reporting on that at June Lake CAC tonight.
- June Mountain update: need to resurrect meeting schedule.
- Big thank you to Jeff Walters and Joe Blanchard for getting Lee Vining road shop painted. It's awesome.
- Would like to adjourn meeting in name of two additional people: Jerry Allendorf, Chief in June Lake and Connie Black, Double Eagle Resort owner.
- Spoke a few words about Gordon Alper and his loyalty to Mammoth; very good friend to him.

**Supervisor Corless:**

- 8/21: Attended CPUC hearing and spoke to some of the county's points around the need for providers to connect to D395.
- 8/24: Special YARTS meeting with the JPA board of directors and advisory committee to discuss long-term planning issues financial future, great discussion of several different potential directions we could take; that will continue at our October regular meeting.
- Mariposa Cty/tree kill: Supervisor Rosemarie Smallcombe contacted her regarding Mariposa's effort to declare a state of emergency in the county (and possibly other westside counties) due to tree kill caused by bark beetle—in Mariposa, over 50% of trees. She's involved CSAC and we'll likely see a request to support this effort. Told her she certainly would, as we are affected by smoke from fires fueled by the dead trees.
- 8/31: BH Advisory Board meeting, getting board recommendations and a

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work plan together. The Advisory Board will review and comment on the department's state-required three year plan before it comes to the BOS later this fall for approval.

- SCE: meeting with Jon Lum and Debbie Hess of SCE, and Grady Dutton of TOML to inform us of upcoming cable testing that will necessitate power outages in Mammoth Lakes.

**Supervisor Fesko:**

- August 18<sup>th</sup> – Budget Hearing
  - Would like to thank fellow Board Members for their cooperation and efforts during this year's budget discussions. Would like to especially thank all of Mono County's staff for making a budget that was easy to do in one day. Thank you!
- August 24<sup>th</sup> – EMS Ad Hoc
  - Things are moving along well. The members are in the idea phase and moving along. We are half way through the process.
- August 27<sup>th</sup> – Bodie Road Meeting
  - Meeting with Public Works, State Parks and BLM. Spoke about what we can do to maintain the road for the near future. What is needed to get the road into shape so we "all" can get into a routine maintenance mode, i.e. minimal yearly dollars? More discussion to take place soon.
- September 1<sup>st</sup> – Special morning meeting
  - This morning the entire Board attended the "Walker Water" pilgrim starting ceremony in Lee Vining Canyon. Special thanks to staff, Lynda Salcido, Marshall Rudolph, Leslie Chapman, Bob Musil and Stacey Simon for attending along with the entire Board. More information on "Walking Water" can be found at [www.walking-water.org](http://www.walking-water.org).
- Also asked that board meeting be adjourned in honor of James Bradley Marshall ("B-Rad"), owned Sierra Retreat up in Walker.

**Supervisor Johnston:**

- Appreciates all board members going to Walking Water opening ceremony, very well attended.
- Rode new shoulders on highway 6 – they are excellent; hopes that Caltrans will extend improvement so it connects up with Bishop.
- Toured Rock Creek Road/Convict Lake/June Lake Road Projects.
- Elementary School parking lot is completed; not sure what's being done to evaluate its effectiveness.
- Participated partially in Town of Mammoth Lakes Strategic Alignment (as Mammoth Lakes Housing Board).
- CSAC – leading up Transportation Solutions at State level; current legislative session will end on September 11<sup>th</sup>.
- Inyo and Mono scored high on "Amenities Index"; Mono ranked 16<sup>th</sup>; Inyo ranked 35<sup>th</sup>.
- When will MMSA come back to us to report on JMSA improvements?
- Signing at June Lake junction?
- Burning man this week – hoping things are going well.
- Adjourn meeting in honor of Gordon Alper, longtime public servant and volunteer.

**Supervisor Stump:**

- 8-12 : Attended the Tri Valley Water Commission Meeting - Commission voted to attempt to separate the Tri Valley Water Basin from the Owens

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Valley. Inyo County is going to do the same. The USGS did a study that supports the separation on scientific grounds. Submissions for separation due to DWR in first quarter of 2016. Thank you to Stacey Simon, Brent Calloway, and Bob Harrington of the Inyo County Water Department for attending. Inyo County gets over \$1,000,000 per year from DWP for their Water Department. Tri Valley Water Commission has no funding source.

- 8-20 : Attended the EMS committee - It is time to move out of the academic phase and spend serious time examining the different options to operate an EMS program.
- 8-21 : Attended the PUC hearing - Thank you's to Supervisor Corless, Undersheriff Moriarty, the Mammoth Police Chief Al Davis, the Mammoth Fire Chief, Inyo Supervisor Griffiths, and all the public members that attended and spoke. PUC Commissioner Sandoval told him after the meeting that the Mammoth hearing was the best attended of all the hearings the PUC has held across the State. She also told him that all our points about Verizon, lack of redundancy - lack of digital 395 usage - lack of investment in maintaining infrastructure - violation of PUC Resolutions, were well covered.
- 8-25 : Attended the CSA 1 Board meeting - They have scheduled a public workshop for 10-7 to give the folks a chance to review their project list.
- 8-26 : Attended the Long Valley RPAC - General Plan Update presentation - Staff did a good job.
- 8-28 : Attended the Mono County Office of Education Board Meeting : That Board, acting as the Library Board, is considering reducing library hours 25% to save money. Several public members spoke. That Board put off making a decision for two months so that the financial reasons forcing this decision can be made clear to the public. The MCOE stated that the Library Program has been operating with a budget deficit for several years and there are no longer reserves available to maintain the status quo.

## 5. COUNTY ADMINISTRATIVE OFFICE

### CAO Report regarding Board Assignments

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

#### Lynda Salcido:

- 8/20 – attended EMS Ad Hoc Committee meeting; meets again Thursday to discuss moving process forward.
- 8/21 – attended the Verizon PUC meeting; very impressive. Looks forward to seeing how they react to comments given which they listened to very patiently.
- 8/24 – meeting to discuss parcel in Mammoth Lakes; Town is looking forward to moving the Police Department to a 4,000 square foot building.
- 8/24 – phone conference with SCE and advocates from Mono County, trying to impress about them about it not being the right time to test the lines due to smoke and heat.
- 8/25 – participated in short strategic planning meeting; later attended a meeting regarding clinic remodel – had hit a standstill due to addressing issues and permit issues. Our building official should now be able to certify the building is safe. MCOE is complete and ready to accept new tenants. Project is moving along.
- 8/26 – Met with various representatives from Inyo and Mono to discuss joint CUPA position.

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- 8/26 – late afternoon, conversation regarding Davison House, there are still additional engineering things to be done regarding this. (Supervisor Stump: asked about timeframe with Davison House to engage town.)
- 8/27 – Mammoth Lakes coffee with CAO, well attended.
- 8/28 – Board update sent out.
- 9/1 – attended the Walking Water opening ceremonies down in Cattleguard Campground.

## 6. DEPARTMENT/COMMISSION REPORTS

### Sheriff Braun:

- 8/20 – undersheriff attended funeral of Carson City deputy.
- 8/26 – Walker Fire transitioned back to local control; both this fire and Eagle Fire are contained.
- Group of 50 Hell's Angels camped this past weekend in Sherwin Creek; a watchful eye was kept on them. No problems.

### Tony Dublino:

- Town of Mammoth Lakes – going to be hearing proposed ordinance about banning use of plastic bags in town. Since they are heading in that direction, the Board can assume he will be addressing it again within the rest of the county.

## 7. 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. Long Valley Regional Planning Advisory Committee Membership Appointment

Departments: Community Development Department

Consider appointment of one new member, Christopher Klein, to the Long Valley Regional Planning Advisory Committee as recommended by Supervisor Stump.

**Action:** Supervisor Stump, District 2, requests Board consideration of his recommendation for membership / term for the Long Valley Regional Planning Advisory Committee (6 members total). Appoint Christopher Klein to the Long Valley Regional Planning Advisory Committee, term to expire 02/01/2018.

**Johnston moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M15-181**

### B. Finance Department Hiring Freeze Variance Request

Departments: Finance

Finance Department request for a variance to the hiring freeze to hire a Fiscal Technical Specialist.

**Action:** Approve the recruitment and hiring of an FTS II, III or IV position in the Finance Department, Treasurer-Tax Collector office.

#### Note

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**Johnston moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M15-182**

**C. 2015-16 Tax Rates**

Departments: Finance

Establishing the 2015-16 Tax Rates on the Secured Roll.

**Action:** Approve and authorize the Chairman's signature on proposed Resolution No. R15-61, establishing the 2015-16 tax rates on the secured roll.

**Johnston moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**R15-61**

**D. 2015-16 Appropriations Limit**

Departments: Finance

Establishing the 2015-16 Appropriations Limit.

**Action:** Approve and authorize the Chairman's signature on proposed Resolution No. R14-62, establishing the 2015-16 Appropriations Limit and making other necessary Determinations for the County and for those special districts governed by the Board of Supervisors that are required to establish appropriation limits.

**Stump moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**R15-62**

**Pulled by Supervisor Stump:**

- Asked for some additional explanation regarding this item.
- Asked about population portion.

**Roberta Reed:**

- Explained that the highlighting in the report means something to her, they have no bearing on the report itself that's presented to the board.
- Explained the use of red dots on her reports, this is a once a year process.
- Gave details about GANN limit.

**Supervisor Alpers:**

- Asked about red dot on report.

**Leslie Chapman:**

- Asked Roberta to back up and give further detail of the GANN limit.

**E. Amendment and Extension of Groundwater Monitoring and Reporting Contract for Mono County Landfills**

Departments: Solid Waste Division of Public Works

(Tony Dublino) - Proposed amendment to contract with TEAM Engineering of Bishop, CA pertaining to groundwater monitoring and reporting at Mono County Landfills.

**Action:** Approve County entry into proposed Second Amendment to

**Note**

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Agreement with TEAM Engineering of Bishop, CA and authorize CAO to execute said contract on behalf of the County.

**Johnston moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M15-183**

**8. CORRESPONDENCE RECEIVED (INFORMATIONAL)**

All items listed are located in the Office of the Clerk of the Board, and are available for review.

**A. Stephen Kalish Letter**

Departments: Clerk of the Board

Correspondence dated August 26, 2015 from Stephen Kalish regarding his requests in reference to broadband availability in our communities.

**Pulled by Supervisor Stump:**

- Intends to answer his question; need to make sure access is available on the website.
- He's not suggesting county do the speed test but that the county make results available online.
- Suggests we attempt to figure out which internet providers are available in each community.

**Supervisor Fesko:**

- He understands what Mr. Kalish was trying to do, he thinks that some of what he's requesting is out of the realm of the county's responsibility.

**Supervisor Johnston:**

- He feels that due to budgetary constraints this is something outside of what the county should be doing.
- This is more the commercial side of things; not the county side.

**B. Fish and Game Notice**

Departments: Clerk of the Board

Public Notice from the California Department of Fish and Game dated August 14, 2015 regarding a status review of the Flat-tailed Horned Lizard.

\*\*\*\*\*

*The Board acknowledged receipt of the correspondence.*

**9. REGULAR AGENDA - MORNING**

**A. State and Local Transportation Infrastructure**

Departments: Public Works - Road

(Jeff Walters) - Due to the current pavement conditions across the state California's local streets and roads are in need of increased funding. In light of the Senate's special transportation hearings a resolution detailing Mono County's recommended priorities for funding California's streets and roads has been drafted.

**Note**

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

**Action:** Consider and potentially adopt Resolution No. R15-63, “A Resolution of the Mono County Board of Supervisors Urging the State of California to Provide New Sustainable Funding For State and Local Transportation Infrastructure.”

**Johnston moved; Corless seconded**

**Vote: 4 yes; 1 no: Fesko**

**R15-63**

**Jeff Walters:**

- Although Garrett Higerd has done a great job with the maintenance on certain roads, the funding sources for all county roads is not sufficient.
- All California counties are going through the same thing.
- This resolution is asking the state for more funding to be made available with a proposal but not on specific projects.
- We could write a more specific resolution.

**Supervisor Alpers:**

- With these generic resolutions, would it be helpful at some point to write our own resolution more specific to our issues. Maybe for the future?

**Supervisor Fesko:**

- Read an article about roads. He can pass on to board through CAO.
- Understands we need to do “something” but feels we may be taking the easy road; he understands it comes from CSAC.

**Supervisor Stump:**

- Although Supervisor Fesko makes a good point, these diversions exist because we’re *in* California.
- He doesn’t know another way to address this other than this type of resolution.

**Supervisor Corless:**

- She supports the resolution; she has no desire to leave the State of California. We need to work with appropriate platform.

**Supervisor Johnston:**

- He’s been supportive of doing something at the state level; this resolution does that without being too specific.
- It’s good that there’s a limited time for it.

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

*No one spoke.*

**10. CLOSED SESSION**

**Marshall Rudolph:**

- The Board took action by unanimous vote to authorize County Counsel on behalf of Mono County to enter as an amicus curiae in litigation pending before the cal supreme court known as 926 North Ardmere Avenue, LLC v. County of Los Angeles (229 Cal App4th 1335).

**A. Closed Session--Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, and Lynda Salcido. Employee Organization(s): Mono County Sheriff’s Officers Association (aka

**Note**

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

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 - Conference With Legal Counsel**

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: 1.

**ADJOURN at 1:51 p.m. in memory of Gordon Alper, Jerry Allendorf, Connie Black and James Bradley Marshall.**

ATTEST

---

TIMOTHY E. FESKO  
CHAIRMAN

---

SHANNON KENDALL  
ASSISTANT CLERK OF THE BOARD



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 15, 2015

**Departments: Board of Supervisors**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Susi Bains, Wild Iris Director

**SUBJECT** Domestic Violence Awareness Month

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)  
Proclamation designating October 2015 as Domestic Violence Awareness Month.

**RECOMMENDED ACTION:**

Approve Proclamation designating October 2015 as Domestic Violence Awareness Month.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Shannon Kendall

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

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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[Proclamation](#)

**History**

Time	Who	Approval
9/1/2015 11:58 AM	County Administrative Office	Yes

---

9/8/2015 11:48 AM

County Counsel

Yes

---

9/2/2015 3:52 PM

Finance

Yes

---

# PROCLAMATION BY THE MONO COUNTY BOARD OF SUPERVISORS DOMESTIC VIOLENCE AWARENESS MONTH

**WHEREAS**, 1 in every 3 teenagers, 1 in every 4 women, and 1 in every 6 men will experience domestic violence during their lifetime;

**WHEREAS**, approximately 15.5 million children are exposed to domestic violence every year;

**WHEREAS**, families are indispensable to a stable society, and they should be a place of support to instill responsibility and values in the next generation;

**WHEREAS**, domestic violence is widespread and causes long-term damaging effects that also leave a mark on family, friends, and the community at large;

**WHEREAS**, the problem of domestic violence crosses all economic, racial, gender, educational, religious, and societal barriers, and is sustained by societal indifference;

**WHEREAS**, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse;

**WHEREAS**, survivors should have help to find the compassion, comfort, and healing they need, and domestic abusers should be punished to the full extent of the law;

**WHEREAS**, survivors of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can escape the cycle of abuse;

**WHEREAS**, it is important to recognize the compassion and dedication of the individuals who provide services to victims of domestic violence and work to increase public understanding of this significant problem;

**WHEREAS**, local programs, state coalitions, national organizations, and other agencies nationwide are committed to increasing public awareness of domestic violence and its prevalence, and to eliminating it through prevention and education;

**WHEREAS**, the residents of Mono County must dedicate ourselves to protecting vulnerable members of our community;

**WHEREAS**, the residents of Mono County must make ending domestic violence a priority;

**NOW THEREFORE**, in recognition of the important work done by Wild Iris and all victims' service providers, let it be resolved that the Mono County Board of Supervisors proclaims October 2015 as Domestic Violence Awareness Month.

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Larry Johnston, Supervisor District #1

---

Timothy Fesko, Supervisor District #4

---

Fred Stump, Supervisor District #2

---

Stacy Corless, Supervisor District #5

---

Tim Alpers, Supervisor District #3



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 15, 2015

**Departments: Community Development Department**

**TIME REQUIRED**

**SUBJECT** Hiring Freeze Variance for  
Temporary Intern

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

**AGENDA DESCRIPTION:**

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

Approve hiring freeze variance for a temporary, part-time, limited term, unbenefited Community Development Intern.

---

**RECOMMENDED ACTION:**

Approve hiring freeze variance and authorize the community development director to initiate recruitment of a temporary, part-time, limited term, unbenefited Community Development Intern.

---

**FISCAL IMPACT:**

General fund impact will not exceed \$7,513. Funding for this position was recently approved at \$7,513 in the Community Development Department budget.

---

**CONTACT NAME:** Scott Burns

**PHONE/EMAIL:** 924.1807 / sburns@mono.ca.gov

---

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

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**MINUTE ORDER REQUESTED:**

YES  NO

---

**ATTACHMENTS:**

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[staff report](#)

---

[Attachment](#)

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## History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/1/2015 11:58 AM	County Administrative Office	Yes
9/8/2015 11:40 AM	County Counsel	Yes
9/2/2015 3:53 PM	Finance	Yes

# Mono County Community Development Department

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P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

P.O. Box 8  
Bridgeport, CA 93517  
(760) 932-5420, fax 932-5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

September 15, 2015

**TO:** Honorable Chair and Members of the Board of Supervisors  
**FROM:** Scott Burns, Director  
**RE:** HIRING FREEZE VARIANCE FOR TEMPORARY INTERN

## **RECOMMENDATION**

Approve hiring freeze variance and authorize the community development director to initiate recruitment of a temporary, part-time, limited term, unbenefited Community Development Intern.

## **FISCAL IMPACT**

General fund impact will not exceed \$7,513. Funding for this position was recently approved at \$7,513 in the Community Development Department (CDD) budget.

## **DISCUSSION**

The position will assist in a number of community development priority projects, including the general plan update and several grant funded assignments. Although the attached job description is somewhat broad, the limited term work is expected to focus on data gathering, research, data entry, mapping, document preparation, website-compatible graphics, layout development, and data base management. The quarter-time position will be recruited at \$14.45 per hour, and will be situated in the Mammoth Lakes office. Initially proposed in last year's budget submittal for 1,000 hours, the position was revised and reduced to a quarter-time position in recognition of the continuing County budget challenges. This position will assist the CDD to fully utilize grant opportunities and bring in budgeted revenue.

Please contact Scott Burns at 924-1807 if you have any questions concerning this matter.

## **ATTACHMENT**

- Community Development Analyst Job Description

## **COMMUNITY DEVELOPMENT INTERN**

### **DEFINITION**

Under supervision, provide a variety of planning, community development, building, compliance, administrative and technical support assistance to the Community Development Department (CDD) and affiliated commissions/committees. Interns are enrolled in or have graduated from an accredited college or university, with class work in community development-related fields, including planning, engineering, architecture, social policy, public administration, industrial technology, surveying, landscape architecture, computer technology and environmental studies. Interns provide assistance to CDD staff in a variety of support roles, including data gathering, research, report writing, environmental and planning surveys, statistical analysis, data entry, computer system development, mapping, graphics preparation, and community outreach

### **DISTINGUISHING CHARACTERISTICS**

This position is a temporary, part-time, un-benefited Community Development Intern position not to exceed 1000 hours per year.

### **REPORTS TO**

Community Development Director or designee

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None

### **EXAMPLES OF DUTIES**

Interns perform a variety of staff supporting tasks, including data gathering, research, report writing, environmental and planning surveys, statistical analysis, data entry, computer system development, mapping, graphics preparation, community outreach and customer service functions. They may be assigned specific projects for which they take lead responsibility, so interns should be self starters and able to work independently. In conjunction with job responsibilities, a background in computers and a working knowledge of Microsoft Office Suite are a prerequisite; familiarity with Geographic Information Systems is beneficial. Strong written and oral communication skills, with knowledge of basic vocabulary, correct grammatical usage and punctuation are required. Interns should be familiar with planning processes and concepts, be well organized and detailed oriented, and able to multi-task. Typical daily or specialized work assignments may include but are not limited to the following:

- Advanced computer skills, including document preparation, formatting, website graphics and layout, and database management.
- Data gathering and/or input, research, analysis and report writing.
- Prepare and assemble a variety of documents, reports and related materials for staff and the public.
- Conduct internet searches and retrieve files.
- Attend occasional night meetings for commissions/committees, which may entail occasional evening travel.
- Operate computer, navigate internal computer network, FAX, copy machine and phone system.
- Assist in planning and building permit research, permit processing and staff report preparation.
- Assist with field assessments and compliance matters.
- Follow written and/or oral instructions.
- Work in a team environment.
- Prepare maps and graphics.
- Conduct community surveys, site inspections and inventories.
- Represent the CDD in a professional manner to the public, other departments, agencies and government officials

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; ability to walk in uneven terrain for extended periods; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in both an office and outdoor environments, often in inclement weather; frequent contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### Knowledge of:

- Professional phone and reception etiquette.
- Microsoft Word, Excel, Access, Outlook, Windows Explorer; Constant Contact, Social Media (Facebook & Twitter); Internet, GIS
- Database management and communication.
- Operation of phone and office equipment.
- Excellent oral and written communication; correct English usage, spelling, grammar, punctuation.
- Organizational skills & mathematics.
- Research methods
- Problem solving and decision making techniques.

- Exceptional customer service and public relations.

Ability and willingness to:

- Take direction but be self-motivated on assigned tasks and projects.
- Maintain a variety of statistical or other specialized records, post and update information to keep records current.
- Update, maintain and assist in development of website and database.
- Research data: gather, organize, & summarize data and information; organize filing & archiving of documents.
- Read, interpret, and apply a variety of rules, regulations, and policies related to functions and services of the assigned area.
- Advise supervisor of any issues to ensure excellent customer service and orderly, efficient operations.
- Multi-task and work well under pressure while maintaining focus and attention to detail.
- Verbally express ideas, concepts and directions clearly and concisely; professional phone and reception etiquette.
- Express written thoughts logically and professionally, with correct spelling/grammar; correspond by email and through Social Media channels.
- Support staff in the preparation of documents, reports, presentations, including graphics, layout and formatting, and follow-up on timelines and deliverables.
- Attend meetings, take meeting minutes, prepare agendas, and follow up on action items.
- Update and maintain accurate records and information in computerized systems and databases.

Training and Experience: Any combination of training and experience which would provide the required knowledge and abilities is qualifying. The ideal candidate will be a self-starter, possess a good functional knowledge of Microsoft-based products and be highly organized with excellent customer service ethic and strong written and oral communication skills.

Special Requirements: Possession of a driver's license valid in California.

This job specification should not be construed to imply that these requirements are the exclusive standards of the position. Not all duties are necessarily performed by each incumbent. Additionally, incumbents will be required to follow instructions and to perform other job related duties as may be required.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     September 15, 2015

**Departments: Behavioral Health**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Hiring Freeze Variance--Quality  
Assurance Coordinator

**AGENDA DESCRIPTION:**

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

This vacancy is due to resignation of our current Quality Assurance Coordinator, who is leaving Mono County to relocate to the Bay Area. This position provides essential duties regarding our business, clinical and program systems. This position engages with other county government departments, State and Federal agencies, and grant holders regarding data, outcomes, deliverables and anything related to our policy and procedures related to funding. This position also oversees all audits with the Department of Health Care Services.

**RECOMMENDED ACTION:**

1. Adopt Resolution #R15-\_\_\_\_, authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to reflect the addition of a Quality Assurance Coordinator in the Behavioral Health Department and to authorize the County Administrative Officer to fill said allocated position.
2. Approve a hiring freeze variance to allow the Behavioral Health Department to fill the allocated position of a Quality Assurance Coordinator.

**FISCAL IMPACT:**

There is no fiscal impact to the Mono County General Fund. Total cost for this position--\$6070.00 per month of which \$1535 is benefits and \$4535 is salary.

**CONTACT NAME:** Robin Roberts

**PHONE/EMAIL:** 760-924-1740 / rroberts@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

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 [Staff Report](#)

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 [Resolution](#)

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### History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/1/2015 11:58 AM	County Administrative Office	Yes
9/1/2015 12:05 PM	County Counsel	Yes
9/9/2015 4:45 PM	Finance	Yes



**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

---

**COUNTY OF MONO**

---

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

**TO:** Mono County Board of Supervisors  
**FROM:** Robin K. Roberts, Behavioral Health Director  
**DATE:** September 1, 2015

**SUBJECT: Hiring Freeze variance and personnel allocation list change**

**RECOMMENDED ACTION:**

1. Authorize Behavioral Health Director, in consultation with Human Resources, to recruit to fill one Quality Assurance Coordinator. This position will require Board action to provide a variance on the hard hiring freeze. In addition, in order to fill this position, it will be necessary to amend the Personnel Allocation List by deleting one Psych II position and adding one Quality Assurance Coordinator.
2. Amend the Personnel Allocation List to delete one Psychiatric Specialist II and add on Quality Assurance Coordinator.

**DISCUSSION:**

This vacancy is due to resignation of our current Quality Assurance Coordinator, who is leaving Mono County to relocate to the Bay Area. This position provides essential duties regarding our business, clinical and program systems. This position engages with other county government departments, State and Federal agencies, and grant holders regarding data, outcomes, deliverables and anything related to our policy and procedures related to funding. This position also oversees all audits with the Department of Health Care Services.

This position requires a person who can create working systems that enhance MCBH's ability to provide access, services and all tracking of the aforementioned. The QA Coordinator takes a lead role assuring the quality of charting and assisting the Fiscal Officer with developing a more effective means of insuring that all billed services are adequately recouped.

Should this position not be filled, the Behavioral Health Department would likely have limit services to all Mono County residents and have a poorer response time for treatment requests.

**STRATEGIC PLAN:**

Promote a Strong and Diverse Economy by providing systems of billing and coordinating structures to create economic opportunities for other county departments. Support Healthy People in Healthy Communities by ensuring MCBH maintains systems that ensure residents have access to affordable health care, housing, and job opportunities.

**FISCAL IMPACT:**

There is no fiscal impact to the Mono County General Fund.  
Total cost for this position--\$6070.00 per month of which \$1535 is benefits and \$4535 is salary.

**SUBMITTED BY:**

Robin K. Roberts, Director of Behavioral Health, Contact: 760.924.1740



**RESOLUTION NO. R15-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE COUNTY  
OF MONO LIST OF ALLOCATED POSITIONS TO REFLECT THE ADDITION OF A  
QUALITY ASSURANCE COORDINATOR IN THE BEHAVIORAL HEALTH DEPARTMENT  
AND TO AUTHORIZE THE COUNTY ADMINISTRATIVE OFFICER TO FILL SAID  
ALLOCATED POSITION.**

**WHEREAS**, it is important for the County of Mono to maintain an accurate, current listing, of County Job Classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications; and

**WHEREAS**, it is important to for the County to pay close attention to providing public services in the most economical manner which is reasonably possible and this includes meeting public services needs as expeditiously as possible; and

**WHEREAS**, it is currently necessary to adopted an amended Allocation List of Authorized Positions as part of maintaining proper accountability for hiring employees to perform public services; and

**WHEREAS**, the List of Allocated Positions, is a vital official record in establishing the Job Classifications and the number of positions authorized for each County Department; identifying approved vacancies for recruitment and selection by Human Resources; determining authorized employee pay rates; and recognizing implementation of collective bargaining agreements related to job classifications and pay rates;

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

1. The County Administrative Officer shall be authorized to amend the County of Mono List of Allocated Positions to reflect the following change:

Increase the allocation of a permanent, full-time, Quality Assurance Coordinator in the Department of Behavioral Health by [1] (new total of 1) (salary range of \$26.16 – 31.81 /hour).

2, The County Administrative Officer, or his or her designee, is authorized to fill said allocated position as needed by the Department of Behavioral Health.

//

1 PASSED AND ADOPTED this 15th day of September 2015, by the following

2 Vote:

3 AYES :  
4 NOES :  
5 ABSTAIN :  
6 ABSENT :

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

\_\_\_\_\_  
Timothy E. Fesko, Chairman  
Board of Supervisors

9  
10 APPROVED AS TO FORM:

11  
12 \_\_\_\_\_  
13 COUNTY COUNSEL

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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 15, 2015

**Departments: Sheriff's Office**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Hiring Freeze Variance Request

---

**AGENDA DESCRIPTION:**

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

The Sheriff's Office has four vacant Deputy Sheriff positions, which have been frozen to save money and balance the County budget. Three of these positions have been vacant for over a year. The 2015/2016 Budget authorized filling two of the four vacant Deputy Sheriff positions.

---

**RECOMMENDED ACTION:**

Approve a variance of the hiring freeze to allow the Mono County Sheriff's Office to recruit and hire two Deputy Sheriff I/II positions.

---

**FISCAL IMPACT:**

The positions would be initially filled as Deputy Sheriff I, with a promotion to Deputy II after successful completion of six months of employment. As agreed to in the approved 2015/16 Budget, these positions will be filled for nine months of this fiscal year. The maximum impact to the general fund will be \$92,061 for each position (\$50,266 salary and \$41,795 benefits) for a total cost of \$184,122 for two Deputy Sheriff positions for nine months. There is sufficient appropriation in the 2015/16 Budget.

---

**CONTACT NAME:** Jennifer Hansen

**PHONE/EMAIL:** 760-932-5279 / [jhansen@monosheriff.org](mailto:jhansen@monosheriff.org)

---

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ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

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---

**MINUTE ORDER REQUESTED:**

YES  NO

---

**ATTACHMENTS:**

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 [Hiring Freeze Variance Request](#)

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### History

Time	Who	Approval
8/31/2015 1:03 PM	County Administrative Office	Yes
9/8/2015 11:37 AM	County Counsel	Yes
9/8/2015 1:07 PM	Finance	Yes



**MONO COUNTY**  
**SHERIFF** **911**

**P.O. Box 616 • 49 BRYANT STREET • BRIDGEPORT, CA 93517 • (760) 932-7549 • WWW.MONOSHERIFF.ORG**

DATE: September 15, 2015  
TO: The Honorable Board of Supervisors  
FROM: Ingrid Braun, Sheriff-Coroner  
SUBJECT: Hiring Freeze Variance Request

---

**RECOMMENDATION:**

Approve a variance of the hiring freeze to allow the Mono County Sheriff's Office to recruit and hire two Deputy Sheriff I/II positions.

**DISCUSSION:**

The Sheriff's Office has four vacant Deputy Sheriff positions, which have been frozen to save money and balance the County budget. Three of these positions have been vacant for over a year. The 2015/2016 Budget authorized filling two of the four vacant Deputy Sheriff positions.

These vacancies, combined with injuries, mandated training and other staffing issues, have caused the Sheriff's Office to fall below minimum staffing for patrol. To maintain an acceptable level of service to Mono County, the Sheriff's Office has relied upon overtime. This temporary fix impacts not only the overtime budget, but, more significantly, it damages the morale and health of the Deputy Sheriffs carrying the added workload.

**FINANCIAL IMPACT:**

The positions would be initially filled as Deputy Sheriff I, with a promotion to Deputy II after successful completion of six months of employment. As agreed to in the approved 2015/16 Budget, these positions will be filled for nine months of this fiscal year. The maximum impact to the general fund will be \$92,061 for each position (\$50,266 salary and \$41,795 benefits) for a total cost of \$184,122 for two Deputy Sheriff positions for nine months. There is sufficient appropriation in the 2015/16 Budget.

Respectfully submitted,

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

Ingrid Braun  
Sheriff-Coroner



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     September 15, 2015

**Departments: Sheriff's Office**

**TIME REQUIRED**

**SUBJECT**             Hiring Freeze Variance: Deputy II position

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

The Mono County Sheriff's Office recently had a Deputy II resign and leave a vacancy in the department. This vacancy leaves the department down five (5) patrol deputy positions. A hiring freeze variance is being requested to recruit and hire a Lateral Deputy Sheriff in the Deputy II capacity to fill this vacancy.

**RECOMMENDED ACTION:**

Approve a variance of the hiring freeze to allow the Mono County Sheriff's Office to recruit and hire one Deputy Sheriff II position.

**FISCAL IMPACT:**

Deputy II at A step:  
Total of \$71,079 in wages  
Total of \$49,166 in benefits

Deputy II at B step, including education pay at 12.5%:  
Total of \$83,777 in wages  
Total of \$58,492 in benefits

This is an allocated position for which there is sufficient appropriation in the 2015/16 Budget. In fact, there will be salary savings from October 1st until the position is filled.

**CONTACT NAME:** Jennifer Hansen

**PHONE/EMAIL:** 760-932-5279 / jhansen@monosheriff.org

SUBMIT THE ORIGINAL DOCUMENT WITH  
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**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
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**MINUTE ORDER REQUESTED:**

YES     NO

---

## ATTACHMENTS:

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### History

Time	Who	Approval
9/9/2015 9:52 AM	County Administrative Office	Yes
9/8/2015 11:38 AM	County Counsel	Yes
9/8/2015 9:38 AM	Finance	Yes



P.O. Box 616 • 49 BRYANT STREET • BRIDGEPORT, CA 93517 • (760) 932-7549 • WWW.MONOSHERIFF.ORG

DATE: September 15, 2015  
TO: The Honorable Board of Supervisors  
FROM: Ingrid Braun, Sheriff-Coroner  
SUBJECT: Hiring Freeze Variance Request: Deputy II position

---

**RECOMMENDATION:**

Approve a variance of the hiring freeze to allow the Mono County Sheriff's Office to recruit and hire one Deputy Sheriff II position.

**DISCUSSION:**

Effective September 17, 2015, a Deputy Sheriff II resigned to accept an Investigator position with the District Attorney's Office. This resignation will bring the Sheriff's Office to five vacant Deputy Sheriff positions, four of which have been frozen. There is a separate Hiring Freeze Variance Request before the Board of Supervisors asking for authorization to fill two of these vacancies. This new vacancy is an allocated position in the 2015/2016 Budget. Two positions will remain frozen to save money and balance the County budget.

I am requesting that the Mono County Sheriff's Office be allowed to fill this vacant position caused by attrition. If this position remains vacant, the Sheriff's Office will again fall below minimum staffing for patrol. This will negatively impact the overtime budget, morale, employee health and law enforcement services to the County.

**FINANCIAL IMPACT:**

Deputy II at A step:  
Total of \$71,079 in wages  
Total of \$49,166 in benefits

Deputy II at B step, including education pay at 12.5%:  
Total of \$83,777 in wages  
Total of \$58,492 in benefits

This is an allocated position for which there is sufficient appropriation in the 2015/16 Budget. In fact, there will be salary savings in the interim until the position is filled.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "IB", written over a white background.

Ingrid Braun, Sheriff-Coroner



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     September 15, 2015

**TIME REQUIRED**

**SUBJECT**             Approval of At Will Contract for  
                                 Wesley Hoskin

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed employment agreement with Wesley Hoskin pertaining to the Investigator 1 Position for the District Attorney's Office.

**RECOMMENDED ACTION:**

Approve Resolution #R\_\_\_\_\_, approving an employment agreement with Wesley Hoskin, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**FISCAL IMPACT:**

No General Fund Impact as position is funded by the Community Corrections Partnership Committee.

**CONTACT NAME:** Tim Kendall

**PHONE/EMAIL:** (760) 932-5550 / tkendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

Click to download

[Staff Report](#)

[Resolution](#)

[At Will Agreement](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/9/2015 9:49 AM	County Administrative Office	Yes
9/8/2015 11:44 AM	County Counsel	Yes
9/9/2015 3:50 PM	Finance	Yes

---

# County of Mono Office of the District Attorney

[www.monocountydistrictattorney.org](http://www.monocountydistrictattorney.org)

**Bridgeport Office:**  
Main St. Court House, P.O. Box 617  
Bridgeport, CA. 93517  
Tel:(760)932-5550 fax: (760)932-5551



**Mammoth Office:**  
Sierra Center Mall, P.O. Box 2053  
Mammoth Lakes, CA. 93546  
Tel:(760)924-1710 fax: (760)924-1711

*Tim Kendall - District Attorney*

TO: Honorable Board of Supervisors  
FROM: Tim Kendall, District Attorney  
DATE: September 3, 2015

## **Request for Consent Agenda Item.**

Board of Supervisors approval of "At Will" contract with Wesley Hoskin.

## **Area of Strategic Plan – Healthy Communities**

### **Subject**

At-Will Contract with Wesley Hoskin for the District Attorney Investigator 1 Position.

### **Recommendation**

Approval of said Contract with Wesley Hoskin.

### **Discussion**

In July 2015, the Board of Supervisors approved the recruitment and hiring of a District Attorney Investigator 1 position which will be funded by the Community Corrections Partnership Committee.

An open recruitment took place for 3 weeks and two applicants were invited to interview. During the process, the panel was clear on its choice which was supported by each panel members scoring.

Wesley Hoskin has been with the Mono County Sheriff's Department for the past 5 years. Along with handling the normal responsibilities as a Deputy Sheriff, Mr. Hoskin also closed more investigations than any other Deputy within his department. Mr. Hoskin's energy, knowledge, and skills are highly valued and he will be a tremendous resource for other allied agencies.

Mr. Hoskin has shown that he is a loyal and valued county employee and will continue to be a great representative for the County of Mono and the Office of the District Attorney.

**Fiscal Impact**

No General Fund Impact as position is funded by the Community Corrections Partnership Committee.

Approximate annual cost for the Investigator I position is \$253,822 which consist of \$88,400 in salary, up to \$126,500 for PERS, and \$38,922 in benefits.



RESOLUTION NO. R15-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH WESLEY HOSKIN 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 re Employment of Wesley Hoskin, 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 Wesley Hoskin. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

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

\_\_\_\_\_  
Timothy E. Fesko, Chair  
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

## **Agreement Re Employment Of Wesley Hoskin**

This Agreement is entered into this 15th day of September, 2015, by and between Wesley Hoskin and the County of Mono.

### **I. RECITALS**

The County currently employs Mr. Hoskin as a deputy sheriff/coroner. Effective September 22, 2015, the County wishes to employ Mr. Hoskin as a DA Investigator I on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Hoskin wishes to accept continued employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be September 15, 2015, until September 15, 2018, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Hoskin in writing no later than March 15, 2018, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Hoskin 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 County cures the breach and notifies Mr. Hoskin 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. Hoskin as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing September 22, 2015, Mr. Hoskin shall be employed by Mono County as a DA Investigator I, serving at the will and pleasure of the District Attorney in accordance with the terms and conditions of this Agreement. Mr. Hoskin accepts such continued employment. The District Attorney shall be deemed the "appointing authority" for all purposes with respect to Mr. Hoskin's employment.
3. Effective September 22, 2015, Mr. Hoskin's salary shall be \$7,200 per month (pro-rated for the month of September 2015 based on the start date). The Board may unilaterally increase Mr. Hoskin's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with the Deputy Sheriff's Association (DSA), this Agreement will be reopened for discussion and potential re-negotiation with respect Mr. Hoskin's salary. During such negotiations the County shall consider and discuss the issue

of increased compensation with Mr. Hoskin in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Mr. Hoskin's salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable.

4. Mr. Hoskin's employment is not exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, and he shall therefore be entitled to earn overtime or compensatory time-off for work in excess of 40 hours per week in accordance with applicable state and federal laws and County policies. Because he is not an exempt employee, Mr. Hoskin understands that he will not receive Merit Leave (Administrative Leave).
5. To the extent deemed appropriate by the District Attorney, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Hoskin's full participation in applicable professional associations, or for her/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. Hoskin 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 (currently 3% at 50 for Mr. Hoskin), 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 R14-54 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. Hoskin understands and agrees that this 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. Hoskin 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. Hoskin'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 (e.g., medical insurance).

8. Consistent with the "at will" nature of Mr. Hoskin's employment, the District Attorney may terminate Mr. Hoskin's employment at any time during this agreement, without cause. However, should there be a change in the incumbent holding the office of District Attorney, Mr. Hoskin's employment shall continue for six (6) months following such change (i.e., following the date when the new District Attorney takes office), unless termination for grounds as specified in Section 2.68.230(B) of the County Code or any successor Code provision, as the same may be amended from time to time, is determined by the County Administrative Officer under advice of County Counsel, subject to review with the Board of Supervisors in closed session. In either event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Hoskin understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the District Attorney may, in his discretion, take during Mr. Hoskin's employment. Mr. Hoskin further understands that any termination of his at-will employment under this Agreement will not entitle him to resume his former County employment or to be placed in any other County employment.
9. In the event that such a termination without cause occurs after September 22, 2016 (i.e., after the first twelve months of employment), Mr. Hoskin shall receive as severance pay a lump sum equal to three months' salary. In the event that such a termination without cause occurs after September 22, 2017 (i.e., after the first twenty-four months of employment), Mr. Hoskin 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 that effective date) before this Agreement would have expired, Mr. Hoskin 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. Hoskin shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Hoskin 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. Hoskin shall not be entitled to any severance pay in the event that the District Attorney has grounds to discipline him on or about the time he gives him notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Hoskin 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. Hoskin 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. Hoskin 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 Mr. Hoskin. Consistent with Mr. Hoskin's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Hoskin 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. Hoskin'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. Hoskin'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. Hoskin's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Mr. Hoskin acknowledges that this Agreement is executed voluntarily by him,

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

**III. EXECUTION:**

This Agreement shall be deemed executed as of September 15, 2015.

**WESLEY HOSKIN**

**THE COUNTY OF MONO**

\_\_\_\_\_

\_\_\_\_\_  
By: Timothy E. Fesko, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
MARSHALL RUDOLPH  
County Counsel



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     September 15, 2015

**TIME REQUIRED**

**SUBJECT**             Temporary Road Closure of Convict  
Lake Road for Pedestrian Bridge  
Work

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Replacement of a pedestrian bridge at the Convict Lake outfall requires the temporary closure of Convict Lake Road.

**RECOMMENDED ACTION:**

1. Receive staff report regarding construction on Convict Lake Road.
2. Consider and potentially adopt Resolution No. R15- , "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of Convict Lake Road for Pedestrian Bridge Work."
3. Provide any desired direction to staff.

**FISCAL IMPACT:**

None. The Convict Lake Road Reconstruction Project is fully funded by federal and state grants. 88.53% sourced from the Federal Lands Access Program with 11.47% sourced from a State Transportation Improvement Program Grant.

**CONTACT NAME:** Garrett Higerd

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

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

Click to download

[Staff Rpt and Exhibit](#)

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/31/2015 1:04 PM	County Administrative Office	Yes
9/8/2015 4:02 PM	County Counsel	Yes
9/2/2015 4:19 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](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** September 15, 2015  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Garrett Higerd, Assistant Public Works Director  
**Subject:** Temporary Road Closure of Convict Lake Road for Pedestrian Bridge Work

**Recommended Action:**

1. Receive staff report regarding construction on Convict Lake Road.
2. Consider and potentially adopt Resolution No. R15-\_\_\_\_\_, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of Convict Lake Road for Pedestrian Bridge Work."
3. Provide any desired direction to staff.

**Fiscal Impact:**

None. The Convict Lake Road Reconstruction Project is fully funded by federal and state grants. 88.53% sourced from the Federal Lands Access Program with 11.47% sourced from a State Transportation Improvement Program Grant.

**Discussion:**

LB Civil Construction, Inc, the Federal Highways Administration's (FHWA's) general contractor, has provided a preliminary schedule of construction for Convict Lake Road. The contractor intends to place a pre-cast concrete pedestrian bridge at the Convict Lake outfall starting Tuesday, October 6, 2015. The contractor has requested temporary road closures on Convict Lake Road from Tuesday, October 6<sup>th</sup> through Thursday, October 8<sup>th</sup>. The requested closures would last from 6:00 AM to 10:00 AM (4 hour delay) to allow for heavy construction.

A draft resolution has been prepared should the Board choose to approve the requested road closures. The resolution satisfies requirements specified in Section 942.5 of the Streets and Highways Code for such an action.

If you have any questions regarding this item, please contact me at 760.924.1802. I may also be contacted by email at [ghigerd@mono.ca.gov](mailto:ghigerd@mono.ca.gov).

Respectfully submitted,

Garrett Higerd, P.E.  
Assistant Public Works Director

Attachment: Draft Resolution Authorizing Road Closure



**RESOLUTION NO. R15-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING  
THE TEMPORARY CLOSURE OF CONVICT LAKE ROAD  
FOR PEDESTRIAN BRIDGE WORK**

**WHEREAS**, LB Civil Construction, Inc. (“Contractor”) has been retained by the Federal Highways Administration to perform the Convict Lake Road Rehabilitation Project within Mono County; and

**WHEREAS**, Contractor has requested the temporary closure of a portion of Convict Lake Road in order to enable it to replace a pedestrian bridge at the outfall of Convict Lake; and

**WHEREAS**, in conformance with Section 942.5 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads when necessary during construction, improvement or maintenance operations thereon;

**NOW, THEREFORE, THE MONO COUNTY BOARD OF SUPERVISORS FINDS AND RESOLVES AS FOLLOWS:**

1. The temporary closure of a Portion of Convict Lake Road is necessary in order to accommodate road construction activities occurring as part of the Convict Lake Road Project; specifically the replacement of a pedestrian bridge; and
2. The Contractor has requested temporary road closures of Convict Lake Road at the Convict Lake outfall; and
3. To accommodate the above activities, Convict Lake Road shall be closed the following days and times:
  - a. October 6, 2015 – 6:00 AM to 10:00 AM (4 hour delay)
  - b. October 7, 2015 – 6:00 AM to 10:00 AM (4 hour delay)
  - c. October 8, 2015 – 6:00 AM to 10:00 AM (4 hour delay)

4. **APPROVED AND ADOPTED** this 15th day of September, 2015, by the following vote of the Board of Supervisors, County of Mono:

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**AYES** :  
**NOES** :  
**ABSENT** :  
**ABSTAIN** :

---

Timothy E. Fesko, Chairman  
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

---

Bob Musil  
Clerk of the Board

---

Marshall Rudolph  
County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 15, 2015

**Departments: Board of Supervisors, County Counsel**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** ESTA JPA Amendment

---

### AGENDA DESCRIPTION:

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

Proposed third amendment to Eastern Sierra Transit Authority Joint Powers Agreement (ESTA JPA).

---

### RECOMMENDED ACTION:

Approve proposed third amendment to ESTA JPA Agreement and authorize the Board Chair to sign said amendment on behalf of the County.

---

### FISCAL IMPACT:

None.

---

### CONTACT NAME:

**PHONE/EMAIL:** /

---

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

County Counsel.

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[staff report re. ESTA JPA amendment](#)

[Request for JPA Amendment](#)

[Redline Changes](#)

[Final JPA Amendment Language](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/9/2015 5:06 PM	County Administrative Office	Yes
9/9/2015 10:36 AM	County Counsel	Yes
9/9/2015 3:32 PM	Finance	Yes

**County Counsel**  
Marshall Rudolph

**Assistant County Counsel**  
Stacey Simon

**Deputy County Counsels**  
John-Carl Vallejo  
Christian Milovich

**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

**Legal Assistant**  
Jennifer Senior

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: September 15, 2015

RE: Proposed ESTA JPA third amendment

**Recommendation:**

Approve ESTA JPA third amendment and authorize the Board Chair to sign said amendment on behalf of the County.

**Fiscal/Mandates Impact:**

None.

**Discussion:**

Enclosed is a letter (with attachments) from John Helm, director of the Eastern Sierra Transit Authority (ESTA), regarding a proposed third amendment to the ESTA Joint Powers Agreement (JPA). This amendment is a direct response to Mono County's request to amend the JPA so that Mono County could appoint at least one member of the ESTA Board who wasn't a member of the County's Board of Supervisors. (See "background information" below for more details.) Under the proposed amendment – which must be approved by all JPA member entities in order to be effective – each member entity would have the right to appoint a member of the public at large as one of its two appointed members of the ESTA governing board. The amendment specifies that the right to appoint a member of the public sunsets on June 30, 2017, meaning it will expire automatically if not extended through another JPA amendment. The sunset provision was added at the request of certain members of the ESTA governing board, who were not necessarily comfortable with the concept of the proposed amendment but were willing to try it for a limited time.

*Background information:*

Mono County is a member entity of the Eastern Sierra Transit Authority (ESTA), which was created by a joint powers agreement (JPA). Under the current terms of the ESTA JPA, each member entity can appoint two members of the ESTA governing board, which shall be members of the member entity's governing body. (JPA Section 1.2.) Thus, only a Mono County Supervisor can presently be appointed by Mono County to the ESTA Board. My office has previously opined that the ESTA governing board and the Local Transportation Commission (LTC) are "incompatible offices" under state law, meaning a person cannot simultaneously hold both offices.

Supervisors Stump, Fesko, and Johnston presently serve on the LTC are thus ineligible to also serve on the ESTA Board. And my office has determined that Supervisor Corless would have a conflict of interest with respect to the anticipated renewal of an existing contract between ESTA and Mammoth Mountain, effectively preventing her from serving on the ESTA Board. Thus, only Supervisor Alpers is presently eligible to serve on the ESTA Board. To resolve this situation, Mono County previously proposed to amend the ESTA JPA to allow, at a minimum, for Mono County to appoint at least one member to the ESTA Board who is not a member of the Mono County Board of Supervisors. In response, the ESTA Board was willing to support the proposed third amendment (subject to approval by each of the member entities).

If you have any questions regarding this item, please call me at 924-1707 or Scott Burns at (760) 924-1807.

Encl.



## Eastern Sierra Transit Authority

703 Airport Road  
P.O. Box 1357  
Bishop, CA 93515  
760.872.1901



August 24, 2015

Mr. Jim Tatum  
City Administrator  
City of Bishop  
377 West Line Street  
Bishop, CA 93514

Mr. Dan Holler  
Town Manager  
Town of Mammoth Lakes  
P.O. Box 1609  
Mammoth Lakes, CA 93546

Mr. Kevin Carunchio  
County Administrative Officer  
County of Inyo  
P.O. Drawer N  
Independence, CA 93526

Ms. Linda Salcido  
Acting County Administrative Officer  
County of Mono  
P.O. Box 696  
Bridgeport, CA 93517

Dear Lady and Gentlemen:

This letter is to request that an agenda item for the approval of amendment of the ESTA JPA be presented to your governing body (Board of Supervisors, or Town or City Council).

The Board of Directors for the Eastern Sierra Transit Authority approved an amendment to the Authority's Joint Powers Agreement (JPA) at last Friday's meeting (8/21/15). The amendment permits the member entities to fill one of their two ESTA Board positions with a member of the public at large, rather than with a member of the member entity's governing body (e.g. Board of Supervisors member, or Town or City Councilmember).

The Amendment adds a new section to Section 1.2 GOVERNING BOARD. The new subsection, Section 1.2.2, reads as follows:

**SECTION 1.2.2 This subsection shall remain in effect only until June 30, 2017, and as of that date is repealed, unless a later enacted statute, which is enacted before June 30, 2017, deletes or extends that date. Notwithstanding the provision in section 1.2.1 above limiting those appointed to the governing board to be members of a member entity's governing body, the governing board of each**

**member entity may appoint one of its two governing board members from the public at large.**

The ESTA JPA may only be amended by approval of the governing bodies of all member entities.

I have included a "track change" version of the amendment, which shows all of the modifications included in the amendment, as well as an "accept changes" version that can be used by your governing body as the document that they approve.

I would be happy to be present at the Board or Council meeting where this matter is addressed to add any clarification that the governing body might request. Thank you in advance for your consideration of this agenda item request. Please contact me if you have any questions

Sincerely,

A handwritten signature in blue ink that reads "John Helm". The signature is written in a cursive style with a large initial "J".

John Helm  
Executive Director

cc: Jeff Griffiths, Chairman - Eastern Sierra Transit Authority

**TRANSIT AUTHORITY  
JOINT POWERS AGREEMENT**

Between the

**COUNTY OF INYO**  
California

**COUNTY OF MONO**  
California

**CITY OF BISHOP**  
California

and the

**TOWN OF MAMMOTH LAKES**  
California

## TRANSPORTATION AUTHORITY JOINT POWERS AGREEMENT

THIS ~~FIRST~~THIRD AMENDMENT TO AGREEMENT is made and entered into this 10<sup>th</sup> day of ~~October 2006~~, \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the County of Inyo, hereinafter referred to as "Inyo County," the County of Mono, hereinafter referred to as "Mono County," the City of Bishop, hereinafter referred to as "City," and the Town of Mammoth Lakes, hereinafter referred to as "Town", or any two or more of the listed agencies.

### **WITNESSETH:**

WHEREAS, Inyo County and Mono County are authorized pursuant to Government Code § 26002 to establish and operate transit systems and the Town and City are authorized pursuant to Government Code § 39732 to operate transit systems; and

WHEREAS, Government Code § 6500 et seq. (hereinafter referred to as the "Act") authorizes municipalities and counties to jointly exercise any power common to them all; and

WHEREAS, the parties hereto desire to jointly exercise their powers to provide public transit services throughout and beyond the geographical areas of the parties.

NOW, THEREFORE, IT IS MUTUALLY AGREED by County of Inyo, County of Mono, City of Bishop and Town of Mammoth Lakes, or any two or more of the listed agencies as follows:

### **ARTICLE I**

#### **CREATION AND OPERATION OF THE AUTHORITY**

**SECTION 1.1 CREATION OF AUTHORITY:** The potential parties to this agreement are County of Inyo, County of Mono, City of Bishop, and Town of Mammoth Lakes. Pursuant to the Act, a public entity to be known as "Eastern Sierra Transit Authority," hereinafter referred to as the "Authority" is created upon adoption of this agreement by any two or more of the potential parties to this agreement. The Authority is a public entity separate and apart from the parties hereto.

Within thirty (30) days of the adoption of this Agreement by two or more of the potential parties to this Agreement, the Authority shall prepare the notice required by Government Code Section 6503.5, file it with the Secretary of State, and pay any fees

for such filing that the Secretary of State may charge. In addition, within sixty (60) days of the date of commencement of its legal existence, and thereafter as required, the Board of Directors of the Authority shall file with the Secretary of State and the Clerks of Inyo and Mono County in accordance with Government Code Section 53051.

**SECTION 1.2 GOVERNING BOARD:**

**SECTION 1.2.1** Each potential party to this agreement who adopts the agreement shall be considered a member entity. The Authority shall be administered by a governing board, initially consisting of two members appointed by the governing board of each member entity, who shall be members of that member entity's governing body. The governing board shall be called the "BOARD OF DIRECTORS OF THE EASTERN SIERRA TRANSIT AUTHORITY," hereafter referred to as the "Board of Directors." Any of the potential parties to this agreement who have not adopted this agreement may appoint two non-voting members to the Board of Directors until such time as the agreement is adopted by that potential party.

**SECTION 1.2.2** This subsection shall remain in effect only until June 30, 2017, and as of that date is repealed, unless a later enacted statute, which is enacted before June 30, 2017, deletes or extends that date. Notwithstanding the provision in section 1.2.1 above limiting those appointed to the governing board to be members of a member entity's governing body, the governing board of each member entity may appoint one of its two governing board members from the public at large.

**SECTION 1.3 ALTERNATE MEMBERS:** Each member entity may appoint an alternate member to the Board of Directors who may serve in the place of either of that member entity's governmental members. Any alternate must have the same qualification as the member originally appointed.

**SECTION 1.4 TERM OF OFFICE:** Each member of the Board of Directors shall serve at the pleasure of the appointing party hereto; provide, however, Board members who are members of the respective governmental entities, shall cease to serve upon termination of that public office. The appointing party shall fill vacancies.

**SECTION 1.5 REGULAR MEETINGS:** The Board of Directors shall provide for its regular and special meetings; provided, however, at least one regular meeting shall be held each month. Each member entity shall be notified of the date, hour and place of the regular meetings and of all special meetings.

**SECTION 1.6 RALPH M. BROWN ACT:** All meetings of the Board of Directors of the Authority, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act as set forth in Governmental Code Sections 54950 and following.

SECTION 1.7 QUORUM: A majority of the Board of Directors shall constitute a quorum for the transaction of business. All actions by the Board of Directors require a recorded majority vote of the total membership of the Board of Directors.

SECTION 1.8 RULES: The Board of Directors of the Authority will adopt and amend as necessary such rules and regulations for the conduct of its meetings and affairs as are necessary to accomplish its stated purpose.

SECTION 1.9 FISCAL YEAR: The fiscal year of the Authority shall be from July 1 through June 30.

SECTION 1.10 TERM OF AGREEMENT: The initial term of THIS AGREEMENT shall extend through the end of the third full operating year, thus it shall extend through June 30, 2010, except that the agreement may be terminated sooner if agreed to by a majority of the member entities. After the first three (3) years, THIS AGREEMENT shall continue until withdrawal is elected pursuant to Section 1.11 of THIS AGREEMENT.

SECTION 1.11 WITHDRAWAL: After June 30, 2010 any member entity may withdraw from THIS AGREEMENT, but only on four months prior written notice, and such withdrawal shall not become effective until the end of the fiscal year within which the end of the four month notice expires. The withdrawing member shall be entitled to the current value, as of the date of withdrawal, of their proportionate ownership interest in any assets contributed to the Authority, and the return of any surplus money on hand in proportion to the contributions made.

SECTION 1.12 COMPLIANCE WITH FEDERAL STANDARDS: In the performance of its function, the Authority shall comply with Title VI of the Civil Rights Act of 1964, as amended (Public Law 88-352), and all requirements imposed by the U.S. Department of Transportation.

The Authority shall not discriminate on the grounds of race, religion, color, sex, age, sexual preference, marital status, disability, medical condition, or national origin, with regards to all activities, direct or indirect (i.e., through contracting and subcontracting), involving the Authority.

SECTION 1.14 AMENDMENTS: THIS AGREEMENT may only be amended by a written amendment approved by the governing bodies of all member entities.

SECTION 1.15 SUCCESSORS: THIS AGREEMENT shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

SECTION 1.16 BYLAWS, POLICY AND PROCEDURE MANUAL: Within the first six (6) months of the Authority's existence, the board of Directors shall establish Bylaws and a Policy and Procedure Manual to govern the day-to-day operations of the Authority, which is not inconsistent either with applicable law or with this Agreement. Each Board Member and each Member Entity shall receive a copy of the Bylaws and the Policy and Procedure Manual. Thereafter, the Board of Directors may amend, or repeal any bylaw, regulation, or policy and procedure, and may adopt additional bylaws, regulations, or policies and procedures which are not inconsistent either with the applicable law or with this Agreement. The Executive Director shall send to each Board member and to each Member Entity all Bylaw amendments promptly after adoption by the Board of Directors.

SECTION 1.17 DESIGNATION OF SUCCESSION OR ASSIGNS: Any successor or assignee of a Member Entity must be approved by a majority of the Board of Directors, and will incur all responsibilities of the original Member Entity under this Agreement.

## ARTICLE II

### OFFICERS AND STAFFING

SECTION 2.1 CHAIR AND VICE-CHAIR: The Board of Directors shall elect a Chair and Vice-Chair from among its members.

SECTION 2.2 TREASURER AND AUDITOR CONTROLLER: The Treasurer of one of the contracting parties, or a certified public accountant, shall be the depository and have custody of the money of the EASTERN SIERRA TRANSIT AUTHORITY, and shall provide all duties and functions of the Treasurer for the Authority as set forth in Government Code Sections 6505, 6505.5, and all other applicable provisions of federal, state and local laws, ordinances, regulations, and this Agreement. The officer performing the functions of auditor or controller shall be of the same public agency as the treasurer designated as depository pursuant to this section. However, where a certified public accountant has been designated as treasurer of the entity, the auditor of one of the contracting parties or of a county in which one of the contracting parties is located shall be designated as auditor of the entity. The Director of Finance for any of the contracting parties with oversight authority over the Treasurer and Auditor-Controller of that party may also serve in this capacity. Alternately, the Authority may appoint one

of its officers or employees to either or both of such positions pursuant to Government Code Section 6505.6.

The determination set forth above shall be made pursuant to a resolution of the Board of Directors of the Eastern Sierra Transit Authority. The governing body of the entity providing any of the services described above shall determine the charge to be made for such services and shall enter into a written agreement with the Authority.

**SECTION 2.3 EXECUTIVE DIRECTOR:** The Board of Directors shall appoint an Executive Director. The Executive Director shall serve at the pleasure of or upon the terms prescribed by the Board of Directors. The Executive Director so appointed may be an employee of a member entity, an employee of the Authority, or an independent contractor. Under rules and regulations provided by the Board, the powers and duties of the Executive Director are:

- a. To lead and coordinate the transit system of the Authority and to be responsible to the Board of Directors for proper administration of all affairs of the Authority.
- b. To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board of Directors, discipline or remove Authority employees.
- c. To supervise and direct the preparation of the annual operating and capital improvement budgets for the Board of Directors and be responsible for their administration after adoption by the Board of Directors.
- d. To formulate and present to the Board of Directors plans for transit facilities and/or services within the Authority and the means to finance them.
- e. To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities and/or services of the Authority.
- f. To attend all meetings of the Board of Directors and act as the secretary of the Board. To cause to be kept minutes of all meetings of the Board of Directors and to cause a copy of the minutes to be forwarded to each member of the Board of Directors and to the member entities, prior to the next regular meeting of the Board of Directors.
- g. To establish and maintain fare collection and deposit services.
- h. To organize and operate an ongoing transit marketing program, including free-ride events and other special promotions selected by the Board of Directors.

- i. To execute transfers within major budget units, in concurrence with the Treasurer Auditor-Controller of the Authority, as long as the total expenditures of each major budget unit remain unchanged.
- j. To purchase or lease items, fixed assets, or services within the levels authorized in the Bylaws.
- k. To lease buses, vans, and other transit vehicles on an "as needed" basis from public or private organizations when deemed necessary to assure continued reliability of service.
- l. To perform such other duties as the Board of Directors may require in carrying out the policies and directives of the Board of Directors.

**SECTION 2.4 BONDING PERSONS HAVING ACCESS TO PROPERTY:** The Governing Board of the member entities shall designate the officers, agents, and employees of the Authority who have charge of handling, or have access to, any property of the Authority, and such Governing Boards shall determine the amount of the official bond for such officers, agents, and employees pursuant to Section 6505.1 of the Government Code.

**SECTION 2.5 FINANCE:** The Treasurer Auditor-controller shall assure that there shall be strict accountability of all funds of the Authority. The Executive Director shall draw warrants to pay demands against the Authority when the demands have been approved by the Board of Directors.

- a. The Executive Director will report to the Board of Directors all receipts and disbursements. In addition, the Executive Director shall, through the Regional Transportation Planning Agency (RTPA), arrange for an independent audit of the accounts and records, as prescribed by Section 6505 of the Act. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and the audit shall conform to generally accepted auditing standards. The books of account shall include records of assets, liabilities, and contributions made by each party, including TDA funds received by the Authority as an agent for a member agency.

**SECTION 2.6 SECONDARY SUPPORT SERVICES:** The Executive Director shall be responsible to arrange for the following secondary support services:

- a. Legal Counsel, General Services, Office Space, Fueling Services, Parking, Utilities, Administrative Support, Communications, Clerk of the Board, Payroll, and other support services.

- b. The provision of and corresponding charges for said services shall be subject to authorization from the Executive Director and in accordance with the provisions of this Agreement, Bylaws, and Regulations, and Policies and Procedures adopted by the Board of Directors, and with all other applicable federal and state laws, rules and regulations.

### **ARTICLE III**

#### **PURPOSE, POWERS AND DUTIES**

Section 3.1 PURPOSE AND POWERS: The purpose of the Authority is to provide public transportation services within the jurisdiction and boundaries of the member entities. In order to carry out this purpose, the Authority shall have each of the following powers:

- a. To make and enter into contracts and expend funds, providing for transportation services to the public, including special transportation dependent groups, such as the elderly or handicapped, as well as other governmental entities, such as the US Government;
- b. To supervise and oversee the performance of transportation service contracts;
- c. To provide all services necessary to operate a transportation system;
- d. To acquire, construct, manage, maintain or operate any facilities or improvements;
- e. To acquire, hold and dispose of property;
- f. To incur debts, liabilities or obligations, which do not constitute a debt, liability or obligation of the member entities;
- g. To employ personnel;
- h. To sue and be sued in its own name;
- i. To invest in accordance with the provisions of Section 6509.5 of the Act, money in the treasury of the Authority that is not required for immediate necessities of the Authority;
- j. To apply for, accept and utilize funds from any source for public transit purposes, including Transportation Development Act Funds, State Transit

Assistance Funds, and Section 5310 and Section 5311 funds available through the Federal Transit Administration;

- k. To raise revenues, including the establishment of transportation fares, for transit services;
- l. To incur short-term indebtedness;
- m. To own, lease, operate and maintain transportation vehicles and other property or equipment, which is necessary or reasonable to carry out the purpose of this agreement, and
- n. All other powers that are necessary and proper for the Authority in order to provide public transportation services.
- o. Provide services to locations outside the jurisdiction and boundaries of any of the member entities.

These powers may be exercised by the Authority in the same manner, and subject to the same restrictions, as such powers are exercised by the Town of Mammoth Lakes.

SECTION 3.2 DUTIES: The authority shall have the following specific duties:

- a. On or before April 1 of each year, it shall cause to be prepared and submitted to the Board of Directors and each of the member entities a proposed budget for the upcoming fiscal year. The proposed budget shall be subject to the provisions of Article IV of this Agreement.
- b. The Governing Board of each member entity shall designate the Authority as its nonexclusive agent to prepare and submit claims for funds to the Mono County Local Transportation Commission (MCLTC) and/or Inyo County Local Transportation Commission (ICLTC) in accordance with the Transportation Development Act and its regulations, to receive such funds, and to provide and/or negotiate, prepare contracts, and contract for transportation services.
- c. The Authority will prepare and submit to the member entities quarterly progress reports concerning the provision of services by the contracting parties.
- d. The Authority shall provide transit services and shall, on or before April 1, of each year, provide a qualitative and quantitative evaluation of the services to the member entities.

- e. Within 90 days after the close of the fiscal year, the Authority shall prepare and submit an annual report of its operation to the member entities.

**SECTION 3.3 OBLIGATIONS AND AUTHORITY:** The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of any of the member entities.

**SECTION 3.4 SERVICE CHANGES:** Authority services at the time of formation are defined as those services provided by Inyo-Mono Transit to each member entity in the year prior to the formation of the Authority.

**Transportation Development Act Funded Services:** Services may be adjusted from time to time as deemed appropriate by the Board of Directors. Each member entity, by resolution or minute order of its governing body, may submit a request to the Authority for changes in the transportation services funded through TDA within said member entity's jurisdictional boundaries. Said request shall include an adequate description of the requested transportation services.

In reviewing such requests, the Authority shall consider:

- a) Whether such changes are in substantial conformance with the adopted regional transportation plan;
- b) Whether there is sufficient funding available to implement the proposed service change; and
- c) Whether there are sufficient manpower and capital resources available to implement such services.

For services operating wholly within an individual jurisdiction's boundaries, preference shall be given to the plans of the local jurisdiction.

**Contract Services:** Individual jurisdictions can negotiate with the Authority for provision of services above the level of service funded through the Transportation Development Act or other funds obtained by the Authority. The costs associated with these additional services shall be calculated based upon marginal costs plus allocation of fixed costs to the additional services based upon the proportion of vehicle-hours for the service to the total vehicle-hours provided by the JPA and shall be charged to and paid by the individual jurisdictions.

**SECTION 3.5 LIABILITY OF THE PARTIES:** No debt, liability, or obligation of any one member entity shall constitute the debt, liability, or obligation of any of the other member entities. The Authority created hereunder shall indemnify and hold harmless

the member entities and their agents, officers and employees from and against any damages, costs, or liabilities arising out of the acts or omissions of the Authority, or its officers, agents, and employees. Where Authority employees are also employees of a member entity, the Authority shall indemnify and hold harmless that employing entity for any damages, costs, or liabilities arising out of the acts or omissions of the employing entity's agents, officers or employees when those persons act on behalf of or at the direction of the Authority. The Authority shall maintain insurance coverage (including workers compensation coverage) adequate to fulfill its responsibilities under this section.

## **ARTICLE IV**

### **FUNDING**

**SECTION 4.1 TRANSFER OF TRANSPORTATION ASSETS:** The member entities will transfer all existing transportation assets being operated on their behalf by Inyo-Mono Transit to the Authority. The Board of Directors shall be responsible to establish policies and procedures for managing such assets.

**SECTION 4.2 TRANSFER OF EMPLOYEES:** It is anticipated that some of the current employees of Inyo County will desire to have the option of retaining their current benefit structure. It is the intent of the member entities to provide an option under which current Inyo County employees who work under the supervision of the Authority can "grandfather" their current benefit structure.

**SECTION 4.3 ADMINISTRATIVE AND OPERATING COSTS:** The Governing Board of each member entity shall designate the Authority as its nonexclusive agent for purposes of applying for and receiving Transportation Development Act Funds to be used solely of [sic] the purposes of funding the administrative, operating and capital costs to be incurred by the Authority under the provisions of the Transportation Development Act statutes and applicable California Code of Regulations.

**SECTION 4.4 APPROVAL OF BUDGET:** The Board of Directors shall adopt the annual budget of the Authority.

**SECTION 4.5 LIMITATION OF FUNDING RESPONSIBILITIES:** No member entity may be required to provide funding greater than that received by said member entity from the Inyo County Local Transportation Commission or Mono County Local Transportation Commission without the consent of its governing board; provided,

however, any member entity may choose to provide additional funding if its governing board so provides.

**SECTION: 4.6 ASSIGNMENT OF FEDERAL TRANSPORTATION (FTA)  
CONTRACTS AND GRANT APPLICATION AUTHORITY:**

- a. Subject to approval from FTA, the member entities may assign existing FTA contract and policies, including contractual requirements, assurances, and responsibilities, over to the Authority.
- b. The Authority Executive Director is hereby authorized to prepare, submit, and execute grant applications for the use of FTA operating, planning and capital funds, as well as other state and federal funds which may become available, for those projects included in the adopted budgets or Short Range Transit Plans, and for those projects approved by the Authority Board of Directors.

**SECTION 4.7 GANN LIMIT TRANSFER:** To the extent required by law and as provided by Article XIII B, Section 3 of the California Constitution, the appropriations limit of the Authority shall be increased by such reasonable amount as the member entities shall mutually agree, and the appropriations limit of each member entity shall be decreased as the member entities shall mutually agree.

**ARTICLE V**

**DISPOSITION OF ASSETS**

**SECTION 5.1 SUCCESSOR ENTITY:** If the Authority shall be succeeded by a new and separate entity or public entity deemed by the Authority Board of Directors to be a "successor entity," that entity or entities shall receive title to all property held by the Authority pursuant to THIS AGREEMENT.

**SECTION 5.2 NO SUCCESSOR ENTITY:** Upon termination of the Authority, without a successor entity or entities, the Board of Directors shall determine whether, and in what proportion, the property held by the Authority shall be divided among the parties to THIS AGREEMENT, or whether such property shall be sold and the proceeds disposed of pursuant to subparagraph 5.3.

**SECTION 5.3 SURPLUS MONEY:** Upon termination of the Authority, with no successor entity, all funds, including the proceeds of the sale of property, in the possession of the Authority after payment of all costs, expenses, and charges validly incurred under THIS AGREEMENT, shall be returned to the member entities in proportion to their contribution as shall be determined by the Board of Directors.

**ARTICLE VI**

**MISCELLANEOUS PROVISIONS**

Section 6.1 **SEVERABILITY**: If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

IN WITNESS WHEREOF, the parties hereto have cause THIS AGREEMENT to be executed and attested by the proper officers, who are duly authorized, as of the day and year first above written.

<p style="text-align: center;"><b><u>CITY OF BISHOP</u></b></p> <p>By: _____           <u>Mayor, City of Bishop</u></p> <p><b><u>ATTEST:</u></b></p> <p>_____ <u>Clerk of the Board</u></p> <p><b><u>APPROVED AS TO FORM:</u></b></p> <p>_____</p> <p><u>City Attorney</u></p>	<p style="text-align: center;"><b><u>INYO COUNTY</u></b></p> <p>By: _____           <u>Chairman, Board of Supervisors</u></p> <p><b><u>ATTEST:</u></b></p> <p>_____ <u>Clerk of the Board</u></p> <p><b><u>APPROVED AS TO FORM:</u></b></p> <p>_____</p> <p><u>County Counsel</u></p>
<p style="text-align: center;"><b><u>TOWN OF MAMMOTH LAKES</u></b></p> <p>By: _____           <u>Mayor, TOML</u></p> <p><b><u>ATTEST:</u></b></p> <p>_____ <u>Clerk of the Board</u></p> <p><b><u>APPROVED AS TO FORM:</u></b></p> <p>_____</p> <p><u>City Attorney</u></p>	<p style="text-align: center;"><b><u>MONO COUNTY</u></b></p> <p>By: _____           <u>Timothy E. Fesko</u>           <u>Chairman, Board of Supervisors</u></p> <p><b><u>ATTEST:</u></b></p> <p>_____ <u>Clerk of the Board</u></p> <p><b><u>APPROVED AS TO FORM:</u></b></p> <p>_____</p> <p><u>County Counsel</u></p>

**Comment [JV1]:** All member agencies: please modify signature lines per your standard practice.

# **TRANSIT AUTHORITY JOINT POWERS AGREEMENT**

Between the

**COUNTY OF INYO**  
**California**

**COUNTY OF MONO**  
**California**

**CITY OF BISHOP**  
**California**

and the

**TOWN OF MAMMOTH LAKES**  
**California**

## **TRANSPORTATION AUTHORITY JOINT POWERS AGREEMENT**

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the County of Inyo, hereinafter referred to as "Inyo County," the County of Mono, hereinafter referred to as "Mono County," the City of Bishop, hereinafter referred to as "City," and the Town of Mammoth Lakes, hereinafter referred to as "Town", or any two or more of the listed agencies.

### **WITNESSETH:**

WHEREAS, Inyo County and Mono County are authorized pursuant to Government Code § 26002 to establish and operate transit systems and the Town and City are authorized pursuant to Government Code § 39732 to operate transit systems; and

WHEREAS, Government Code § 6500 et seq. (hereinafter referred to as the "Act") authorizes municipalities and counties to jointly exercise any power common to them all; and

WHEREAS, the parties hereto desire to jointly exercise their powers to provide public transit services throughout and beyond the geographical areas of the parties.

NOW, THEREFORE, IT IS MUTUALLY AGREED by County of Inyo, County of Mono, City of Bishop and Town of Mammoth Lakes, or any two or more of the listed agencies as follows:

### **ARTICLE I**

#### **CREATION AND OPERATION OF THE AUTHORITY**

**SECTION 1.1 CREATION OF AUTHORITY:** The potential parties to this agreement are County of Inyo, County of Mono, City of Bishop, and Town of Mammoth Lakes. Pursuant to the Act, a public entity to be known as "Eastern Sierra Transit Authority," hereinafter referred to as the "Authority" is created upon adoption of this agreement by any two or more of the potential parties to this agreement. The Authority is a public entity separate and apart from the parties hereto.

Within thirty (30) days of the adoption of this Agreement by two or more of the potential parties to this Agreement, the Authority shall prepare the notice required by Government Code Section 6503.5, file it with the Secretary of State, and pay any fees for such filing that the Secretary of State may charge. In addition, within sixty (60) days

of the date of commencement of its legal existence, and thereafter as required, the Board of Directors of the Authority shall file with the Secretary of State and the Clerks of Inyo and Mono County in accordance with Government Code Section 53051.

**SECTION 1.2 GOVERNING BOARD:**

SECTION 1.2.1 Each potential party to this agreement who adopts the agreement shall be considered a member entity. The Authority shall be administered by a governing board, initially consisting of two members appointed by the governing board of each member entity, who shall be members of that member entity's governing body. The governing board shall be called the "BOARD OF DIRECTORS OF THE EASTERN SIERRA TRANSIT AUTHORITY," hereafter referred to as the "Board of Directors." Any of the potential parties to this agreement who have not adopted this agreement may appoint two non-voting members to the Board of Directors until such time as the agreement is adopted by that potential party.

SECTION 1.2.2 This subsection shall remain in effect only until June 30, 2017, and as of that date is repealed, unless a later enacted statute, which is enacted before June 30, 2017, deletes or extends that date. Notwithstanding the provision in section 1.2.1 above limiting those appointed to the governing board to be members of a member entity's governing body, the governing board of each member entity may appoint one of its two governing board members from the public at large.

SECTION 1.3 ALTERNATE MEMBERS: Each member entity may appoint an alternate member to the Board of Directors who may serve in the place of either of that member entity's governmental members. Any alternate must have the same qualification as the member originally appointed.

SECTION 1.4 TERM OF OFFICE: Each member of the Board of Directors shall serve at the pleasure of the appointing party hereto; provide, however, Board members who are members of the respective governmental entities, shall cease to serve upon termination of that public office. The appointing party shall fill vacancies.

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The Authority shall not discriminate on the grounds of race, religion, color, sex, age, sexual preference, marital status, disability, medical condition, or national origin, with regards to all activities, direct or indirect (i.e., through contracting and subcontracting), involving the Authority.

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of its officers or employees to either or both of such positions pursuant to Government Code Section 6505.6.

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- a. To lead and coordinate the transit system of the Authority and to be responsible to the Board of Directors for proper administration of all affairs of the Authority.
- b. To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board of Directors, discipline or remove Authority employees.
- c. To supervise and direct the preparation of the annual operating and capital improvement budgets for the Board of Directors and be responsible for their administration after adoption by the Board of Directors.
- d. To formulate and present to the Board of Directors plans for transit facilities and/or services within the Authority and the means to finance them.
- e. To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities and/or services of the Authority.
- f. To attend all meetings of the Board of Directors and act as the secretary of the Board. To cause to be kept minutes of all meetings of the Board of Directors and to cause a copy of the minutes to be forwarded to each member of the Board of Directors and to the member entities, prior to the next regular meeting of the Board of Directors.
- g. To establish and maintain fare collection and deposit services.
- h. To organize and operate an ongoing transit marketing program, including free-ride events and other special promotions selected by the Board of Directors.

- i. To execute transfers within major budget units, in concurrence with the Treasurer Auditor-Controller of the Authority, as long as the total expenditures of each major budget unit remain unchanged.
- j. To purchase or lease items, fixed assets, or services within the levels authorized in the Bylaws.
- k. To lease buses, vans, and other transit vehicles on an "as needed" basis from public or private organizations when deemed necessary to assure continued reliability of service.
- l. To perform such other duties as the Board of Directors may require in carrying out the policies and directives of the Board of Directors.

**SECTION 2.4 BONDING PERSONS HAVING ACCESS TO PROPERTY:** The Governing Board of the member entities shall designate the officers, agents, and employees of the Authority who have charge of handling, or have access to, any property of the Authority, and such Governing Boards shall determine the amount of the official bond for such officers, agents, and employees pursuant to Section 6505.1 of the Government Code.

**SECTION 2.5 FINANCE:** The Treasurer Auditor-controller shall assure that there shall be strict accountability of all funds of the Authority. The Executive Director shall draw warrants to pay demands against the Authority when the demands have been approved by the Board of Directors.

- a. The Executive Director will report to the Board of Directors all receipts and disbursements. In addition, the Executive Director shall, through the Regional Transportation Planning Agency (RTPA), arrange for an independent audit of the accounts and records, as prescribed by Section 6505 of the Act. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and the audit shall conform to generally accepted auditing standards. The books of account shall include records of assets, liabilities, and contributions made by each party, including TDA funds received by the Authority as an agent for a member agency.

**SECTION 2.6 SECONDARY SUPPORT SERVICES:** The Executive Director shall be responsible to arrange for the following secondary support services:

- a. Legal Counsel, General Services, Office Space, Fueling Services, Parking, Utilities, Administrative Support, Communications, Clerk of the Board, Payroll, and other support services.

- b. The provision of and corresponding charges for said services shall be subject to authorization from the Executive Director and in accordance with the provisions of this Agreement, Bylaws, and Regulations, and Policies and Procedures adopted by the Board of Directors, and with all other applicable federal and state laws, rules and regulations.

### **ARTICLE III**

#### **PURPOSE, POWERS AND DUTIES**

Section 3.1 PURPOSE AND POWERS: The purpose of the Authority is to provide public transportation services within the jurisdiction and boundaries of the member entities. In order to carry out this purpose, the Authority shall have each of the following powers:

- a. To make and enter into contracts and expend funds, providing for transportation services to the public, including special transportation dependent groups, such as the elderly or handicapped, as well as other governmental entities, such as the US Government;
- b. To supervise and oversee the performance of transportation service contracts;
- c. To provide all services necessary to operate a transportation system;
- d. To acquire, construct, manage, maintain or operate any facilities or improvements;
- e. To acquire, hold and dispose of property;
- f. To incur debts, liabilities or obligations, which do not constitute a debt, liability or obligation of the member entities;
- g. To employ personnel;
- h. To sue and be sued in its own name;
- i. To invest in accordance with the provisions of Section 6509.5 of the Act, money in the treasury of the Authority that is not required for immediate necessities of the Authority;
- j. To apply for, accept and utilize funds from any source for public transit purposes, including Transportation Development Act Funds, State Transit

Assistance Funds, and Section 5310 and Section 5311 funds available through the Federal Transit Administration;

- k. To raise revenues, including the establishment of transportation fares, for transit services;
- l. To incur short-term indebtedness;
- m. To own, lease, operate and maintain transportation vehicles and other property or equipment, which is necessary or reasonable to carry out the purpose of this agreement, and
- n. All other powers that are necessary and proper for the Authority in order to provide public transportation services.
- o. Provide services to locations outside the jurisdiction and boundaries of any of the member entities.

These powers may be exercised by the Authority in the same manner, and subject to the same restrictions, as such powers are exercised by the Town of Mammoth Lakes.

**SECTION 3.2 DUTIES:** The authority shall have the following specific duties:

- a. On or before April 1 of each year, it shall cause to be prepared and submitted to the Board of Directors and each of the member entities a proposed budget for the upcoming fiscal year. The proposed budget shall be subject to the provisions of Article IV of this Agreement.
- b. The Governing Board of each member entity shall designate the Authority as its nonexclusive agent to prepare and submit claims for funds to the Mono County Local Transportation Commission (MCLTC) and/or Inyo County Local Transportation Commission (ICLTC) in accordance with the Transportation Development Act and its regulations, to receive such funds, and to provide and/or negotiate, prepare contracts, and contract for transportation services.
- c. The Authority will prepare and submit to the member entities quarterly progress reports concerning the provision of services by the contracting parties.
- d. The Authority shall provide transit services and shall, on or before April 1, of each year, provide a qualitative and quantitative evaluation of the services to the member entities.

- e. Within 90 days after the close of the fiscal year, the Authority shall prepare and submit an annual report of its operation to the member entities.

SECTION 3.3 OBLIGATIONS AND AUTHORITY: The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of any of the member entities.

SECTION 3.4 SERVICE CHANGES: Authority services at the time of formation are defined as those services provided by Inyo-Mono Transit to each member entity in the year prior to the formation of the Authority.

Transportation Development Act Funded Services: Services may be adjusted from time to time as deemed appropriate by the Board of Directors. Each member entity, by resolution or minute order of its governing body, may submit a request to the Authority for changes in the transportation services funded through TDA within said member entity's jurisdictional boundaries. Said request shall include an adequate description of the requested transportation services.

In reviewing such requests, the Authority shall consider:

- a) Whether such changes are in substantial conformance with the adopted regional transportation plan;
- b) Whether there is sufficient funding available to implement the proposed service change; and
- c) Whether there are sufficient manpower and capital resources available to implement such services.

For services operating wholly within an individual jurisdiction's boundaries, preference shall be given to the plans of the local jurisdiction.

Contract Services: Individual jurisdictions can negotiate with the Authority for provision of services above the level of service funded through the Transportation Development Act or other funds obtained by the Authority. The costs associated with these additional services shall be calculated based upon marginal costs plus allocation of fixed costs to the additional services based upon the proportion of vehicle-hours for the service to the total vehicle-hours provided by the JPA and shall be charged to and paid by the individual jurisdictions.

SECTION 3.5 LIABILITY OF THE PARTIES: No debt, liability, or obligation of any one member entity shall constitute the debt, liability, or obligation of any of the other member entities. The Authority created hereunder shall indemnify and hold harmless

the member entities and their agents, officers and employees from and against any damages, costs, or liabilities arising out of the acts or omissions of the Authority, or its officers, agents, and employees. Where Authority employees are also employees of a member entity, the Authority shall indemnify and hold harmless that employing entity for any damages, costs, or liabilities arising out of the acts or omissions of the employing entity's agents, officers or employees when those persons act on behalf of or at the direction of the Authority. The Authority shall maintain insurance coverage (including workers compensation coverage) adequate to fulfill its responsibilities under this section.

## **ARTICLE IV**

### **FUNDING**

**SECTION 4.1 TRANSFER OF TRANSPORTATION ASSETS:** The member entities will transfer all existing transportation assets being operated on their behalf by Inyo-Mono Transit to the Authority. The Board of Directors shall be responsible to establish policies and procedures for managing such assets.

**SECTION 4.2 TRANSFER OF EMPLOYEES:** It is anticipated that some of the current employees of Inyo County will desire to have the option of retaining their current benefit structure. It is the intent of the member entities to provide an option under which current Inyo County employees who work under the supervision of the Authority can "grandfather" their current benefit structure.

**SECTION 4.3 ADMINISTRATIVE AND OPERATING COSTS:** The Governing Board of each member entity shall designate the Authority as its nonexclusive agent for purposes of applying for and receiving Transportation Development Act Funds to be used solely of [sic] the purposes of funding the administrative, operating and capital costs to be incurred by the Authority under the provisions of the Transportation Development Act statutes and applicable California Code of Regulations.

**SECTION 4.4 APPROVAL OF BUDGET:** The Board of Directors shall adopt the annual budget of the Authority.

**SECTION 4.5 LIMITATION OF FUNDING RESPONSIBILITIES:** No member entity may be required to provide funding greater than that received by said member entity from the Inyo County Local Transportation Commission or Mono County Local Transportation Commission without the consent of its governing board; provided,

however, any member entity may choose to provide additional funding if its governing board so provides.

**SECTION: 4.6 ASSIGNMENT OF FEDERAL TRANSPORTATION (FTA) CONTRACTS AND GRANT APPLICATION AUTHORITY:**

- a. Subject to approval from FTA, the member entities may assign existing FTA contract and policies, including contractual requirements, assurances, and responsibilities, over to the Authority.
- b. The Authority Executive Director is hereby authorized to prepare, submit, and execute grant applications for the use of FTA operating, planning and capital funds, as well as other state and federal funds which may become available, for those projects included in the adopted budgets or Short Range Transit Plans, and for those projects approved by the Authority Board of Directors.

**SECTION 4.7 GANN LIMIT TRANSFER:** To the extent required by law and as provided by Article XIII B, Section 3 of the California Constitution, the appropriations limit of the Authority shall be increased by such reasonable amount as the member entities shall mutually agree, and the appropriations limit of each member entity shall be decreased as the member entities shall mutually agree.

**ARTICLE V**

**DISPOSITION OF ASSETS**

**SECTION 5.1 SUCCESSOR ENTITY:** If the Authority shall be succeeded by a new and separate entity or public entity deemed by the Authority Board of Directors to be a "successor entity," that entity or entities shall receive title to all property held by the Authority pursuant to THIS AGREEMENT.

**SECTION 5.2 NO SUCCESSOR ENTITY:** Upon termination of the Authority, without a successor entity or entities, the Board of Directors shall determine whether, and in what proportion, the property held by the Authority shall be divided among the parties to THIS AGREEMENT, or whether such property shall be sold and the proceeds disposed of pursuant to subparagraph 5.3.

**SECTION 5.3 SURPLUS MONEY:** Upon termination of the Authority, with no successor entity, all funds, including the proceeds of the sale of property, in the possession of the Authority after payment of all costs, expenses, and charges validly incurred under THIS AGREEMENT, shall be returned to the member entities in proportion to their contribution as shall be determined by the Board of Directors.

**ARTICLE VI**  
**MISCELLANEOUS PROVISIONS**

Section 6.1 SEVERABILITY: If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

IN WITNESS WHEREOF, the parties hereto have cause THIS AGREEMENT to be executed and attested by the proper officers, who are duly authorized, as of the day and year first above written.

<p style="text-align: center;"><b>CITY OF BISHOP</b></p> <p>By: _____ Mayor, City of Bishop</p> <p>ATTEST: _____ Clerk of the Board</p> <p>APPROVED AS TO FORM: _____ City Attorney</p>	<p style="text-align: center;"><b>INYO COUNTY</b></p> <p>By: _____ Chairman, Board of Supervisors</p> <p>ATTEST: _____ Clerk of the Board</p> <p>APPROVED AS TO FORM: _____ County Counsel</p>
<p style="text-align: center;"><b>TOWN OF MAMMOTH LAKES</b></p> <p>By: _____ Mayor, TOML</p> <p>ATTEST: _____ Clerk of the Board</p> <p>APPROVED AS TO FORM: _____ City Attorney</p>	<p style="text-align: center;"><b>MONO COUNTY</b></p> <p>By: _____ Timothy E. Fesko Chairman, Board of Supervisors</p> <p>ATTEST: _____ Clerk of the Board</p> <p>APPROVED AS TO FORM: _____ County Counsel</p>



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     September 15, 2015

**Departments: Economic Development**

**TIME REQUIRED**     10 Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**                     Alicia Vennos

**SUBJECT**             Fish and Game Fine Fund  
Expenditure

**AGENDA DESCRIPTION:**

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

The Board consider and approve the recommendation by the Mono County Fisheries Commission to allocate \$700.00 from the Fish and Game Fine Fund to support the Mammoth Creek Clean-up Day.

**RECOMMENDED ACTION:**

The Board consider and approve the recommendation by the Mono County Fisheries Commission to allocate \$700.00 from the Fish and Game Fine Fund to support the Mammoth Creek Clean-up Day.

**FISCAL IMPACT:**

Mono County receives roughly \$7,500.00 on an annual basis from the Department of Fish and Wildlife. Currently \$16,900.00 is available in the budget for this expenditure. If approved the \$700.00 expenditure would bring the available balance in this account to \$16,200.00.

**CONTACT NAME:** Alicia

**PHONE/EMAIL:** 760-9241743 / [avennos@mono.ca.gov](mailto:avennos@mono.ca.gov)

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
***PRIOR TO 5:00 P.M. ON THE FRIDAY***  
***32 DAYS PRECEDING THE BOARD MEETING***

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

Click to download

- [staff report re fine fund expenditure](#)
- [Fish and Game Fine Fund Uses](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/9/2015 9:51 AM	County Administrative Office	Yes
9/8/2015 4:46 PM	County Counsel	Yes
9/9/2015 3:32 PM	Finance	Yes



# MONO COUNTY

## ECONOMIC DEVELOPMENT and SPECIAL PROJECTS

P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546  
(760) 924-4634 • (760) 924-1697 (Fax)

Alicia Vennos  
Economic Development Manager  
Avennos@mono.ca.gov  
760-924-1743

Jeff Simpson  
Economic Development Manager  
Jsimpson@mono.ca.gov  
760-924-4634

### STAFF REPORT

SUBJECT: Fish and Game Fine Fund expenditure.

RECOMMENDATION: The Board consider and approve the recommendation by the Mono County Fisheries Commission to allocate \$700.00 from the Fish and Game Fine Fund to support the Mammoth Creek Clean-up Day.

BACKGROUND: On Wednesday, September 2, 2015, the Mono County Fisheries Commission approved \$700.00 to be spent from the Fish and Game Fine Fund to support the Mammoth Creek Clean-up Day taking place on October 10, 2015. This money will be used to pay Friends of the Inyo to organize, supervise and staff the event. Caltrout is also contributing to the costs of this clean-up effort. The event improves fish habitat in the following ways:

- Items like fishing line and hooks that dangle from branches into the water will be cleaned. The fishing line and hooks could otherwise cause fish to get tangled and die.
- The clean-up effort will keep potentially hazardous material from entering the water and eroding and damaging the fish.
- Volunteers are normally not allowed to enter the water so they don't disturb spawning beds/gravel with their footprints. Due to the drought, water flows are significantly lower allowing volunteers access to parts of the stream that would otherwise be off limits.
- The trash can also help further along stream bank erosion, further damaging the stream and the fish that habitat it.

DISCUSSION: This action is a permissible use of the Fish and Game Fine Fund money per the Fish and Game Code Section 13103 article (e) (improvement of fish habitat).

FISCAL IMPACT: Mono County receives roughly \$7,500.00 on an annual basis from the Department of Fish and Wildlife. Currently \$16,900.00 is available in the budget for this expenditure. If approved the \$700.00 expenditure would bring the available balance in this account to \$16,200.00.

13102. Expenditures from the fish and game propagation fund of any county shall be subject to the provisions of Division 3 (commencing with Section 29000) of Title 3 of the Government Code.

13103. Expenditures from the fish and wildlife propagation fund of any county may be made only for the following purposes:

(a) Public education relating to the scientific principles of fish and wildlife conservation, consisting of supervised formal instruction carried out pursuant to a planned curriculum and aids to education such as literature, audio and video recordings, training models, and nature study facilities.

(b) Temporary emergency treatment and care of injured or orphaned wildlife.

(c) Temporary treatment and care of wildlife confiscated by the department as evidence.

(d) Breeding, raising, purchasing, or releasing fish or wildlife which are to be released upon approval of the department pursuant to Sections 6400 and 6401 onto land or into waters of local, state, or federal agencies or onto land or into waters open to the public.

(e) Improvement of fish and wildlife habitat, including, but not limited to, construction of fish screens, weirs, and ladders; drainage or other watershed improvements; gravel and rock removal or placement; construction of irrigation and water distribution systems; earthwork and grading; fencing; planting trees and other vegetation management; and removal of barriers to the migration of fish and wildlife.

(f) Construction, maintenance, and operation of public hatchery facilities.

(g) Purchase and maintain materials, supplies, or equipment for either the department's ownership and use or the department's use in the normal performance of the department's responsibilities.

(h) Predator control actions for the benefit of fish or wildlife following certification in writing by the department that the proposed actions will significantly benefit a particular wildlife species.

(i) Scientific fish and wildlife research conducted by institutions of higher learning, qualified researchers, or governmental agencies, if approved by the department.

(j) Reasonable administrative costs, excluding the costs of audits required by Section 13104, for secretarial service, travel, and postage by the county fish and wildlife commission when authorized by the county board of supervisors. For purposes of this subdivision, "reasonable cost" means an amount which does not exceed 3 percent of the average amount received by the fund during the previous three-year period, or three thousand dollars (\$3,000) annually, whichever is greater, excluding any funds carried over from a previous fiscal year.

(k) Contributions to a secret witness program for the purpose of facilitating enforcement of this code and regulations adopted pursuant to this code.

(l) Costs incurred by the district attorney or city attorney in investigating and prosecuting civil and criminal actions for violations of this code, as approved by the department.

(m) Other expenditures, approved by the department, for the purpose of protecting, conserving, propagating, and preserving fish and wildlife.

13104. The department may audit, or require the county to audit, expenditures by the county from its fish and wildlife propagation fund in order to determine compliance with this chapter.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 15, 2015

**Departments: Fianance**

<b>TIME REQUIRED</b>	10 minutes (5 minute presentation; 5 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Leslie Chapman
<b>SUBJECT</b>	Resolution of Intent To Approve An Amendment To An Existing CALPERS Contract		

**AGENDA DESCRIPTION:**

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

Proposed resolution of intention to approve an amendment to the contract between the Board of Administration California Public Employees" Retirement System and the Board of Supervisors, County of Mono.

**RECOMMENDED ACTION:**

Proposed resolution #R15-\_\_\_\_\_, approving an amendment to the contract between the Board of Administration California Public Employees" Retirement System and the Board of Supervisors, County of Mono. Provide any desired direction to staff.

**FISCAL IMPACT:**

The increases to both salaries and PERS contributions will offset each other resulting in no immediate fiscal impact to the County. It is expected that increases to PERSable wages will be absorbed in the actuarial estimates and will not have a noticeable impact on the County's PERS rates.

**CONTACT NAME:** Leslie Chapman

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

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**  
Stacey Westerlund

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)

[Staff Report](#)

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[Resolution and Certifications](#)

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[Sample Contract Amendment](#)

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### History

Time	Who	Approval
9/9/2015 9:55 AM	County Administrative Office	Yes
9/9/2015 11:45 AM	County Counsel	Yes
9/9/2015 3:50 PM	Finance	Yes



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

---

Rosemary Glazier  
Assistant Finance Director  
Treasurer-Tax Collector

Leslie L. Chapman, CPA  
Finance Director

Roberta Reed  
Assistant Finance Director  
Auditor-Controller

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

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

To: Honorable Board of Supervisors

From: Leslie Chapman

Date: September 15, 2015

Re: Resolution of Intent to Approve an Amendment to an Existing CALPERS Contract

**Subject:**

Proposed resolution of intention to approve an amendment to the contract between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors, County of Mono.

**Recommendation:**

Adopt proposed resolution, #R15-\_\_\_\_\_, approving an amendment to the contract between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors County of Mono.

Provide any desired direction to staff.

**Background:**

Recent negotiations with the Sheriff Department Management Association (SDMGT) resulted in a new MOU where Section 10(F) states:

“Concurrent with the 5% base salary increase set forth in Article 6.B above, all covered employees shall also contribute seven percent (7%) of their compensation reported by the County to CALPERS, by payroll deduction, on a pre-tax basis, toward the County ‘s PERS employer contribution rate as cost sharing pursuant to Government Code section 20516. Said contribution shall be above and beyond any contribution currently made by any covered employee. So, for example, a covered employee previously paying nine percent (9%) of his/her compensation reported by the COUNTY toward the PERS retirement coverage cost shall now pay 16% of his/her compensation reported by the County to CalPERS toward the PERS retirement coverage cost.”

In order to implement this provision of the MOU, PERS requires a contract change involving several steps.

1. Your Board must approve the resolution that is before you stating the County's intent to amend the contract.
2. A secret ballot election among the employees affected with a majority voting in favor of the change.

3. First and second reading of the ordinance, along with public notification, authorizing the amendment to the contract.
4. 30 day waiting period between Intent and Final Resolution.
5. If all goes as scheduled, salary increases and increased PERS contributions will take effect on December 1, 2015 for the January 1<sup>st</sup> payroll.

**Fiscal Impact:**

The increases to both salaries and PERS contributions will offset each other resulting in no immediate fiscal impact to the County. It is expected that increases to PERSable wages will be absorbed in the actuarial estimates and will not have a noticeable impact on the County's PERS rates.



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RESOLUTION NO. R15- \_\_\_\_

**RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO CONTRACT  
BETWEEN THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
AND THE BOARD OF SUPERVISORS COUNTY OF MONO**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Pubic Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20516 (Employees Sharing Additional Cost) of 7% for local sheriff members in the Mono County Sheriff's Department's Management Association.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

APPROVED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Timothy E. Fesko, Chairman  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

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

**CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

Employer Account Management Division

Retirement Account Services Section

P.O. Box 942709

Sacramento, CA 94229-2709

(888) CalPERS (225-7377)

**CERTIFICATION OF GOVERNING BODY'S ACTION**

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the

Board of Supervisors of the  
(governing body)

County of Mono  
(public agency)

on \_\_\_\_\_  
(date)

\_\_\_\_\_  
Clerk/Secretary

\_\_\_\_\_  
Title

**CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**  
Employer Account Management Division  
Retirement Account Services Section  
P.O. Box 942709  
Sacramento, CA 94229-2709  
(888) CalPERS (225-7377)

**CERTIFICATION OF COMPLIANCE WITH  
GOVERNMENT CODE SECTION 7507**

I hereby certify that in accordance with Section 7507 of the Government Code  
the ~~future annual costs as determined by the System Actuary for the~~  
~~increase~~/change in retirement benefit(s) have been made public at a public meeting  
of the

Board of Supervisors of the  
(governing body)

County of Mono  
(public agency)

on \_\_\_\_\_ which is at least two weeks prior to the adoption of the  
(date)

Resolution / Ordinance.

Adoption of the retirement benefit increase/change will not be placed on the consent  
calendar.

\_\_\_\_\_  
Clerk/Secretary

\_\_\_\_\_  
Title

Date \_\_\_\_\_

**CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

Actuarial and Employer Services Branch

Public Agency Contract Services

P.O. Box 942709

Sacramento, CA 94229-2709

(888) CalPERS (225-7377)

**CERTIFICATION OF COMPLIANCE WITH  
GOVERNMENT CODE SECTION 20516**

I hereby certify that in accordance with Section 20516 of the Government Code, County of Mono and its local sheriff employees have agreed in writing to following:

Section 20516 (Employees Sharing Additional Cost) of 7% for  
Local sheriff members in the Mono County Sheriff's Department's  
Management Association.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



**EXHIBIT**

California  
Public Employees' Retirement System

---

**AMENDMENT TO CONTRACT**

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
Board of Supervisors  
County of Mono

---

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1946, and witnessed December 3, 1945, and as amended effective October 1, 1947, October 1, 1955, March 1, 1958, August 1, 1965, November 1, 1968, October 1, 1973, December 31, 1973, August 1, 1974, July 1, 1976, February 1, 1981, July 1, 1982, February 1, 1985, April 16, 1986, October 12, 1990, December 21, 1990, June 30, 1992, October 1, 1993, July 9, 1998, April 7, 1999, June 1, 1999, September 14, 2001, August 1, 2002, July 1, 2004, January 1, 2005, January 1, 2007, July 1, 2007, June 1, 2012, December 27, 2012 and February 1, 2015 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

Pursuant to Government Code Sections 20460.1, 20469.1, subdivision (b), and 71624, this contract is hereby amended to add the Trial Court of Mono County, hereinafter referred to as Trial Court, as a contracting party. Trial Court shall participate in the Public Employees' Retirement System from and after the implementation date of the Trial Court Employment Protection and Governance Act pursuant to the terms and conditions of this contract, making its employees members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for in this contract and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- A. Paragraphs 1 through 18 are hereby stricken from said contract as executed effective February 1, 2015, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members, age 50 for local fire members, county peace officers and for those local sheriff members entering membership in the sheriff classification on or prior to December 27, 2012 and age 55 for local sheriff members entering membership for the first time in the sheriff classification after December 27, 2012.
  2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1946 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
  3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
    - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
    - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
- 4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
    - a. Local Fire Fighters (herein referred to as local safety members);
    - b. Local Sheriffs (included as local safety members);
    - c. County Peace Officers (included as local safety members);
    - d. Employees other than local safety members (herein referred to as local miscellaneous members).
  - 5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

**NO ADDITIONAL EXCLUSIONS**

- 6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
- 7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after July 1, 2007 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
- 8. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after July 1, 2007 and not entering membership for the first time in the miscellaneous classification after June 1, 2012 shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

9. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after June 1, 2012 shall be determined in accordance with Section 21354.4 of said Retirement Law (2.5% at age 55 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a county peace officer and those local fire members entering membership in the fire classification on or prior to January 1, 2007 and for those local sheriff members entering membership in the sheriff classification on or prior to December 27, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited current service as a local fire member entering membership for the first time in the fire classification after January 1, 2007 shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
12. The percentage of final compensation to be provided for each year of credited current service as a local sheriff member entering membership for the first time in the sheriff classification after December 27, 2012 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
13. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Section 20439 ("County Peace Officer" shall include county jail, detention or correctional facility employees as described in Government Code Section 20439).
  - b. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
  - c. Section 21319 (One-Time 15% Increase for Local Miscellaneous Members Who Retired or Died Prior to July 1, 1971). Legislation repealed said Section effective January 1, 2002.
  - d. Section 21327 (One-Time Increase For Local Miscellaneous Members Who Retired or Died Prior to January 1, 1975). Legislation repealed said Section effective January 1, 2002.
  - e. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members, local sheriff members and county peace officers only.

## PLEASE DO NOT SIGN "EXHIBIT ONLY"

- f. Section 20042 (One-Year Final Compensation) for local miscellaneous members, local fire members, county peace officers and for those local sheriff members entering membership on or prior to December 27, 2012.
- g. Section 20965 (Credit for Unused Sick Leave) for local fire members only.
- h. Section 21427 (Improved Nonindustrial Disability Allowance) for local fire members only.
- i. Section 21024 (Military Service Credit as Public Service).
- j. Section 20422 ("Local Safety Member" shall include employees designated as Emergency Medical Technician I, II, or Emergency Medical Technician - Paramedic as described in Government Code Section 20422).
- k. Section 21574 (Fourth Level of 1959 Survivor Benefits).
- l. Section 20432 ("Local Sheriff" shall include any officer or employee of a sheriff's office as described in Government Code Section 20432).
- m. Section 20475 (Different Level of Benefits). Section 21362 (2% @ 50 Full formula) is applicable to local fire members entering membership for the first time in the fire classification after January 1, 2007.  
  
Section 21354.4 (2.5% @ 55 Full formula) is applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after June 1, 2012.  
  
Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) is applicable to local sheriff members entering membership for the first time in the sheriff classification after December 27, 2012.
- n. Section 20438 ("County Peace Officer" shall include probation officers, deputy and assistant probation officers, juvenile hall employees, and persons employed as peace officers pursuant to Section 830.5 of the Penal Code as described in Government Code Section 20438).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

o. Section 20516 (Employees Sharing Additional Cost):

From and after February 1, 2015, 7% for local sheriff members in the Mono County Sheriff's Officers' Association.

From and after the effective date of this amendment to contract, 7% for local sheriff members in the Mono County Sheriff's Department's Management Association.

14. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on April 1, 1976. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
15. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
16. Public Agency shall also contribute to said Retirement System as follows:
  - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
  - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
  - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
17. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

18. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS  
COUNTY OF MONO

BY \_\_\_\_\_  
RENEE OSTRANDER, CHIEF  
EMPLOYER ACCOUNT MANAGEMENT DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDING OFFICER

PLEASE DO NOT SIGN "EXHIBIT ONLY"

\_\_\_\_\_  
Witness Date

Attest:

\_\_\_\_\_  
Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 15, 2015

**Departments: Finance**

<b>TIME REQUIRED</b>	10 minutes (5 minute presentation; 5 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Leslie Chapman
<b>SUBJECT</b>	CALPERS SDMGT Contract Amendment Ordinance - First Reading		

**AGENDA DESCRIPTION:**

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

An Ordinance of the Board of Supervisors, County of Mono, authorizing an amendment to the contract between the Board of Supervisors, County of Mono and the Board of Administration of the California Public Employees" Retirement System.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

The increases to both salaries and PERS contributions will offset each other resulting in no immediate fiscal impact to the County. It is expected that increases to PERSable wages will be absorbed in the actuarial estimates and will not have a noticeable impact on the County's PERS rates.

**CONTACT NAME:** Leslie Chapman

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

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**  
Stacey Westerlund

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download

[SDMGT Contract Amendment Ordinance](#)

[SDMGT Contract Amendment Ordinance](#)

[Exhibit 1 \(Contract Amendment\)](#)

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### History

Time	Who	Approval
9/9/2015 9:50 AM	County Administrative Office	Yes
9/9/2015 11:43 AM	County Counsel	Yes
9/9/2015 3:51 PM	Finance	Yes



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

---

*Vacant*  
*Assistant Finance Director*  
*Treasurer-Tax Collector*

*Leslie L. Chapman, CPA*  
*Finance Director*

*Roberta Reed*  
*Assistant Finance Director*  
*Auditor-Controller*

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

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

To: Honorable Board of Supervisors

From: Leslie Chapman

Date: September 15, 2015

Re: First reading of an ordinance to amend the contract between the Board of Supervisors, County of Mono and the Board of Administration, PERS.

**Subject:**

An ordinance of the Board of Supervisors, County of Mono, Authorizing an Amendment to the Contract between The Board of Supervisors, County of Mono, and The Board of Administration of the California Public Employees' Retirement System.

**Recommendation:**

Introduce, read title, and waive further reading of proposed ordinance.

Provide any desired direction to staff.

**Background:**

In order to implement recent changes to the Sheriff Department's Management Association (SDMGT) MOU, a contract change with PERS is necessary. This ordinance is a necessary part of the process. For more in-depth discussion see the Contract Resolution item that is also on today's agenda.

**Fiscal Impact:**

The increases to both salaries and PERS contributions will offset each other resulting in no immediate fiscal impact to the County. It is expected that increases to PERSable wages will be absorbed in the actuarial estimates and will not have a noticeable impact on the County's PERS rates.



ORDINANCE NO. ORD15- \_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF MONO  
AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF MONO,  
AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD  
OF SUPERVISORS, COUNTY OF MONO AND THE BOARD OF  
ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES'  
RETIREMENT SYSTEM**

The Board of Supervisors of the County of Mono does ordain as follows:

**SECTION 1:** That an amendment to the contract between the Board of Supervisors of the County of Mono and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit 1, and by such reference made a part hereof as though herein set out in full.

**SECTION 2:** The Chairman of the Board of Supervisors is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

**SECTION 3:** This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least once in the Mammoth Times and The Sheet, newspapers of general circulation, published and circulated in the County of Mono, and thenceforth and thereafter the same shall be in full force and effect.

**APPROVED** and **ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Timothy E. Fesko, Chairman  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

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



**EXHIBIT**

California  
Public Employees' Retirement System

---

**AMENDMENT TO CONTRACT**

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
Board of Supervisors  
County of Mono

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The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1946, and witnessed December 3, 1945, and as amended effective October 1, 1947, October 1, 1955, March 1, 1958, August 1, 1965, November 1, 1968, October 1, 1973, December 31, 1973, August 1, 1974, July 1, 1976, February 1, 1981, July 1, 1982, February 1, 1985, April 16, 1986, October 12, 1990, December 21, 1990, June 30, 1992, October 1, 1993, July 9, 1998, April 7, 1999, June 1, 1999, September 14, 2001, August 1, 2002, July 1, 2004, January 1, 2005, January 1, 2007, July 1, 2007, June 1, 2012, December 27, 2012 and February 1, 2015 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

Pursuant to Government Code Sections 20460.1, 20469.1, subdivision (b), and 71624, this contract is hereby amended to add the Trial Court of Mono County, hereinafter referred to as Trial Court, as a contracting party. Trial Court shall participate in the Public Employees' Retirement System from and after the implementation date of the Trial Court Employment Protection and Governance Act pursuant to the terms and conditions of this contract, making its employees members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for in this contract and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- A. Paragraphs 1 through 18 are hereby stricken from said contract as executed effective February 1, 2015, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members, age 50 for local fire members, county peace officers and for those local sheriff members entering membership in the sheriff classification on or prior to December 27, 2012 and age 55 for local sheriff members entering membership for the first time in the sheriff classification after December 27, 2012.
  2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1946 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
  3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
    - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
    - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
- 4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
    - a. Local Fire Fighters (herein referred to as local safety members);
    - b. Local Sheriffs (included as local safety members);
    - c. County Peace Officers (included as local safety members);
    - d. Employees other than local safety members (herein referred to as local miscellaneous members).
  - 5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

**NO ADDITIONAL EXCLUSIONS**

- 6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
- 7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after July 1, 2007 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
- 8. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after July 1, 2007 and not entering membership for the first time in the miscellaneous classification after June 1, 2012 shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

9. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after June 1, 2012 shall be determined in accordance with Section 21354.4 of said Retirement Law (2.5% at age 55 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a county peace officer and those local fire members entering membership in the fire classification on or prior to January 1, 2007 and for those local sheriff members entering membership in the sheriff classification on or prior to December 27, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited current service as a local fire member entering membership for the first time in the fire classification after January 1, 2007 shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
12. The percentage of final compensation to be provided for each year of credited current service as a local sheriff member entering membership for the first time in the sheriff classification after December 27, 2012 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
13. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Section 20439 ("County Peace Officer" shall include county jail, detention or correctional facility employees as described in Government Code Section 20439).
  - b. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
  - c. Section 21319 (One-Time 15% Increase for Local Miscellaneous Members Who Retired or Died Prior to July 1, 1971). Legislation repealed said Section effective January 1, 2002.
  - d. Section 21327 (One-Time Increase For Local Miscellaneous Members Who Retired or Died Prior to January 1, 1975). Legislation repealed said Section effective January 1, 2002.
  - e. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members, local sheriff members and county peace officers only.

## PLEASE DO NOT SIGN "EXHIBIT ONLY"

- f. Section 20042 (One-Year Final Compensation) for local miscellaneous members, local fire members, county peace officers and for those local sheriff members entering membership on or prior to December 27, 2012.
- g. Section 20965 (Credit for Unused Sick Leave) for local fire members only.
- h. Section 21427 (Improved Nonindustrial Disability Allowance) for local fire members only.
- i. Section 21024 (Military Service Credit as Public Service).
- j. Section 20422 ("Local Safety Member" shall include employees designated as Emergency Medical Technician I, II, or Emergency Medical Technician - Paramedic as described in Government Code Section 20422).
- k. Section 21574 (Fourth Level of 1959 Survivor Benefits).
- l. Section 20432 ("Local Sheriff" shall include any officer or employee of a sheriff's office as described in Government Code Section 20432).
- m. Section 20475 (Different Level of Benefits). Section 21362 (2% @ 50 Full formula) is applicable to local fire members entering membership for the first time in the fire classification after January 1, 2007.  
  
Section 21354.4 (2.5% @ 55 Full formula) is applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after June 1, 2012.  
  
Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) is applicable to local sheriff members entering membership for the first time in the sheriff classification after December 27, 2012.
- n. Section 20438 ("County Peace Officer" shall include probation officers, deputy and assistant probation officers, juvenile hall employees, and persons employed as peace officers pursuant to Section 830.5 of the Penal Code as described in Government Code Section 20438).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

o. Section 20516 (Employees Sharing Additional Cost):

From and after February 1, 2015, 7% for local sheriff members in the Mono County Sheriff's Officers' Association.

From and after the effective date of this amendment to contract, 7% for local sheriff members in the Mono County Sheriff's Department's Management Association.

14. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on April 1, 1976. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
15. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
16. Public Agency shall also contribute to said Retirement System as follows:
  - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
  - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
  - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
17. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

18. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS  
COUNTY OF MONO

BY \_\_\_\_\_  
RENEE OSTRANDER, CHIEF  
EMPLOYER ACCOUNT MANAGEMENT DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDING OFFICER

PLEASE DO NOT SIGN "EXHIBIT ONLY"

\_\_\_\_\_  
Witness Date

Attest:

\_\_\_\_\_  
Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 15, 2015

**Departments: Community Development Department**

**TIME REQUIRED** 1 hour (40 minute presentation; 20 minute discussion)

**PERSONS APPEARING BEFORE THE BOARD**

Scott Burns, Wendy Sugimura, Brent Calloway

**SUBJECT** Regional Transportation Plan/General Plan Update Workshop

### AGENDA DESCRIPTION:

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

Presentation by the Mono County Community Development Department regarding the 2015 Regional Transportation Plan/General Plan Update.

### RECOMMENDED ACTION:

This workshop is informational only at this time. A formal public hearing at which action can be taken is anticipated for December. Provide any desired direction to staff.

### FISCAL IMPACT:

To be determined; based on implementation of future projects and programs. This RTP/GPU Update was funded primarily by transportation planning funds and a \$326,514 Sustainable Communities Planning grant from the state, with some General Fund contribution through the Community Development Department budget.

**CONTACT NAME:** Wendy Sugimura

**PHONE/EMAIL:** 760.924.1814 / wsugimura@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[Staff Report](#)

[PowerPoint](#)

[Executive Summary](#)

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### History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/9/2015 9:52 AM	County Administrative Office	Yes
9/8/2015 4:41 PM	County Counsel	Yes
9/9/2015 3:30 PM	Finance	Yes

# Mono County Community Development Department

---

P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
commdev@mono.ca.gov

## Planning Division

P.O. Box 8  
Bridgeport, CA 93517  
(760) 932-5420, fax 932-5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

September 15, 2015

**To: Mono County Board of Supervisors**

**From: Wendy Sugimura, Associate Analyst  
Brent Calloway, Associate Analyst  
Scott Burns, Director**

**Re: Regional Transportation Plan (RTP) / General Plan Update (GPU) and Environmental Impact Report (EIR) Workshop**

### Action Requested

This workshop is informational only at this time. A formal public hearing at which action can be taken is anticipated for December. Provide any desired direction to staff.

### Fiscal Impact

To be determined; based on implementation of future projects and programs. This RTP/GPU Update was funded primarily by transportation planning funds and a \$326,514 Sustainable Communities Planning grant from the state, with some General Fund contribution through the Community Development Department budget.

### Background

Policy development for the Mono County Regional Transportation Plan (RTP) / General Plan Update (GPU) has been underway for the past three-to-five years through various planning initiatives. The policies have been compiled in a complete draft RTP/GPU and was released with the Draft Environmental Impact Report (DEIR) for public review and comment on July 31, 2015. The DEIR comment period is open for 60 days, the maximum allowable time by state law, and closes on September 29 at 5 pm.

The full project covered by the DEIR includes a comprehensive update of the Mono County General Plan; the Regional Transportation Plan (RTP) which also includes the Blueprint, Bicycle Transportation Plan, and Trails Plan as appendices; three elements of the County Integrated Waste Management Plan (CIWMP); and Noise Ordinance. All the project components cover the unincorporated areas, and the RTP and CIWMP also applies to the town of Mammoth Lakes to varying degrees. RTP language was provided directly by the Town, and the CIWMP was vetted through the Solid Waste Task Force. The General Plan and RTP update continue to focus growth in and adjacent to existing communities to avoid growth in environmentally sensitive areas, and support sustainable, healthy, and livable communities. The project will replace the currently adopted General Plan, RTP and CIWMP.

The Board of Supervisors has reviewed several of the planning initiatives forming the policy basis for this update, including the following:

- Resource Efficiency Plan;
- Biomass Utilization;
- Landownership Adjustment Project (2010);
- Circulation Element: Communications Policies (by Nate Greenberg), Facilities Project Approval Process (by Joe Blanchard); and
- Bridgeport Main Street Revitalization Project.

In addition, various Supervisors have been engaged in more localized efforts of updating area plans in both the Land Use Element and RTP, the community design character effort, and other planning issues.

The RTP/General Plan Update is being presented at all of the RPACs (Antelope Valley, Bridgeport, Mono Basin, June Lake CAC, Long Valley, Benton/Hammil, Chalfant, and Paradise/Swall Meadows) this month to provide citizens with an opportunity to learn about the project, ask questions, and comment. In addition, to this Board meeting, a Local Transportation Commission meeting on Sept. 14 and a Planning Commission workshop on Sept. 10 were held in Mammoth Lakes. Outreach meetings in Spanish, advertised through local residents and businesses with Spanish-speaking employees, are being held in Bridgeport, Lee Vining, and Mammoth.

The anticipated adoption schedule provides for outreach during September, drafting of the Final EIR (response to comments) in October, a public hearing with the Planning Commission in November to make a recommendation to the Board of Supervisors, and a public hearing with the Board of Supervisors in early December. The Local Transportation Commission must adopt the RTP update before December 15 in order to submit for project funding under the State/ Regional Transportation Improvement Program (STIP/RTIP).

## Discussion

The purpose of the RTP/General Plan Update is to update old information, address new issues, update area plans, coordinate with land management agencies, and provide streamlining opportunities for future development. A number of planning initiatives that have been conducted over the past 5 years to address these objectives include the following:

- **Resource Efficiency Plan (REP):** The REP is intended to help residents and businesses save energy and money, reduce County expenses, support local sustainability initiatives in small and rural communities, and serve as a tool to streamline compliance with state legislation for greenhouse gas emissions (GHG). The plan consists of GHG emission inventories, GHG emission forecasts and reduction targets, GHG reduction policies, and a monitoring/reporting tool. The REP also serves as the Greenhouse Gas Emission Reduction Plan required by CEQA Section 15183.5 for tiering by future development projects.
- **Biomass Utilization:** Originally investigating a combined heat-and-power facility, the study concluded the sustainable biomass supply would best support thermal-only projects. The study has resulted in a \$215,000 grant from the Sierra Nevada Conservancy to build a thermal biomass facility at the Bridgeport Road Shop.
- **Main Street Revitalization and Community Design:** A very detailed Main Street Revitalization Community Planning project was held in Bridgeport in 2012, resulting in the re-design of Main Street that recently won a 2015 Excellence in Transportation Award from Caltrans. A community "design idea book" for streetscape and building features was also part of this project, and in 2014 similar design books were developed as part of the Scenic Byway project for Coleville & Walker and June Lake, along with additional design information for Bridgeport.
- **Landownership Adjustment Project (LAP) and Blueprint:** These projects were completed in 2010, and reinforce the policies to consolidate growth within and adjacent to existing communities. The LAP provides

the “nuts and bolts” of how and why land exchanges could occur, and is the basis for a Collaborative Planning Team sub-committee that coordinates land ownership and management strategies across agency boundaries. The LAP serves as the “growth model” for the Blueprint, which addresses future growth and transportation scenarios for the unincorporated county and town.

- **Communications Policies:** IT Director Nate Greenberg, as the project manager for D395, crafted a set of communications policies to address broadband distribution and service quality, design and placement of communication infrastructure, and future planning. These policies were incorporated into a new section in the Circulation Element and also provided an update to development standards in Chapter 11 of the Land Use Element.
- **Facilities Policies:** The “County Project Approval Process” flow chart, developed jointly between Public Works and Community Development to structure and organize community-based facility projects, has been incorporated into a new section of the Circulation Element. Additional policies also address service locations, the prioritization of facilities maintenance, and working with special districts.
- **Healthy Communities/Health in All Policies:** In conjunction with the Mono County Public Health Department, policies were crafted to address increased activity and healthy food choices in communities, and support for local food and agriculture. These policies dovetail with existing policies on walkable communities, transit, revitalized main streets, trails and bicycling, and agriculture.
- **Other programs and agency coordination:** Programs/policies of other agencies were also reviewed and coordinated with General Plan policies, such as watershed studies, Caltrans complete streets, resource management issues, etc.

Rather than reviewing these planning initiatives again, the presentation to the Board of Supervisors will review area plans and delve into more technical details of the RTP/GPU. A brief overview of the Draft Environmental Impact Report will also be provided.

This staff report has been reviewed by the Community Development Director. Please contact Wendy Sugimura at 760.924.1814 or [wsugimura@mono.ca.gov](mailto:wsugimura@mono.ca.gov) with any questions.

**Attachments:**

- A. Powerpoint presentation: 2015 Regional Transportation Plan/General Plan Update
- B. DEIR Executive Summary



AVAILABLE AT:

- All County libraries
- County offices in Bridgeport and Mammoth
- Online at <http://monocounty.ca.gov/planning/page/mono-county-general-plan-update>

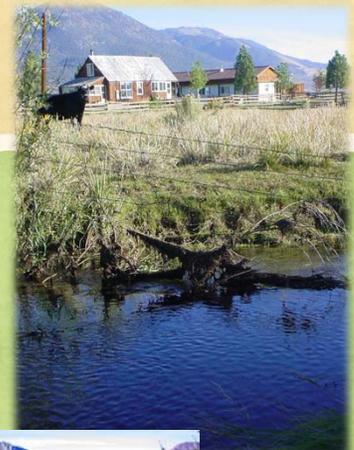


# 2015 Regional Transportation Plan / General Plan Update

Plus: Environmental Impact Report  
Integrated Waste Management Plan  
Noise Ordinance

## RTP/GPU and EIR Components

- Land Use Element
  - Policies, Area Plans, Maps, Development Regulations
- Circulation Element and Regional Transportation Plan (RTP)
  - Communication & Facilities Policies
  - RTP: Blueprint, Bicycle Transportation Plan, Trails Plan
- Conservation / Open Space Element
- Safety and Noise Elements, and Appendices
- Countywide Integrated Waste Management Plan
- Environmental Impact Report (EIR)



## Major Planning Efforts for Policy Development

- Resource Efficiency Plan
- Biomass Utilization
- Landownership Adjustment Project & Blueprint
- Communications Policies
- Facilities Policies
- Main Street Revitalization and Community Design
- Healthy Communities/Health in All Policies
- Other programs and agency coordination



Photo Courtesy of Ilene Mandelbaum

## Land Use Element

- Buildout Calculations
- Maps – online at <https://monomammoth.maps.arcgis.com/home/>
  - Map Corrections and Replaced Conway Ranch Specific Plan with Open Space Designation
- Area Plans
- Development Regulations



# Buildout Calculations

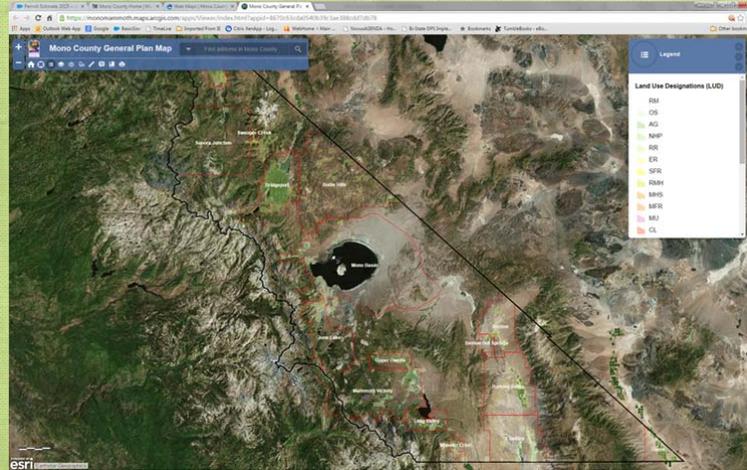
2000		2015		
Planning Area	Old Total Buildout	Planning Area	MTB	TRB
Antelope	5,194	Antelope	4,536	2,661
Benton	3,874	Benton	2,510	2,067
Bodie Hills	402	Bodie Hills	318	318
Bridgeport	3,531	Bridgeport	3,158	3,158
Chalfant	661	Chalfant	598	574
Hammil	304	Hammil	285	285
June Lake	3,970	June Lake	3,236	3,019
Long Valley	2,600	Long Valley	2,041	1,972
Mammoth Vicinity	400	Mammoth Vicinity	338	110
Mono Basin	1,601	Mono Basin	933	908
No Planning Area	4,756	No Planning Area	2,457	670
Oasis	na	Oasis	1,667	102
Paradise	na	Paradise	223	154
Sonora	na	Sonora	138	138
Swaugger	9	Swaugger	8	8
Upper Owens	na	Upper Owens	807	52
Wheeler Crest	645	Wheeler Crest	389	389
<b>TOTAL</b>	<b>27,947</b>	<b>TOTAL</b>	<b>23,642</b>	<b>16,585</b>

MTB = Maximum Theoretical Buildout TRB = Theoretical Regulatory Buildout



## Land Use Element - Maps

<https://monomammoth.maps.arcgis.com/home/>



## Land Use Element: Antelope Valley Area Plan

- Maintain scenic, agricultural and natural resources; add historic values
- Encourage alternative energy sources and conservation easements to protect resources and open space
- New development must demonstrate sufficient water supply
- Heavy equipment storage allowed on parcels >5 acres
- Encourage trail easements with willing buyers and sellers
- Enhance home business/expanded home occupation
- Promote main street revitalization in Walker and Coleville
- Promote tourism and recreation opportunities



## Land Use Element: Bridgeport Area Plan

- Focused development, and Ag preservation (development credits)
- Increased recreation opportunities & trails and wayfinding
- Specific Issues: Groundwater policies per state law, water leasing, wildfire risk, economic and Main Street revitalization



## Land Use Element: Mono Basin Community Plan

- Issues / Opportunities / Constraints, and Goals & Policies included
- Small-town character consist with natural values of Mono Basin
  - Compact, orderly growth
  - Aesthetic architectural design and visual improvements, dark sky protection
  - Green and energy efficient practices
- Protect and enhance natural, historical and recreational values
  - Conway Ranch, upland water management, trails
- Specific Issues: housing supply, light industrial, road shops, ag, parking, main street/complete streets, infrastructure, local services
- Sustainable local economy: diversify, tourism, local businesses
- Sense of Community: connected, engaged, respectful, diverse activities



## Land Use Element: June Lake Area Plan



- Update of Land Use Designations: maps & definitions
- Community Design & D395 incorporated into policies
- Emphasis on recreation and tourism
- Conservation/Open Space: emphasis on ecosystem health, habitat, water – compliments General Plan well with more detail
- Housing: relies more on General Plan, employee housing requirement formulas eliminated in favor of “fair share” language
- Safety: relies on General Plan, law enforcement services policy retained
- Transportation policies in RTP
- Updated to reflect current conditions, e.g. agency name & state law changes, etc.



## Land Use Element: Long Valley Area Plan

- Improve infrastructure for public services & facilities
- Protect and enhance existing community character (primarily residential)
- Convenient and necessary commercial development focused in area near community center and should follow design guidelines, also light industrial uses
- Recreation and open space: emphasis on expanding recreation uses and developing a regional trail system
- Coordination with adjacent public lands: landownership adjustments



## Land Use Element: Paradise Area Plan

- Maintain community character (e.g., single family) and health of surrounding natural lands
- Retain quiet, residential character
- Support infrastructure, public safety, and service capacity
- Support safe recreational facilities



## Land Use Element: Other Area Plans

- **Tri-Valley** (no policy changes, recently updated in 2011)
- **Upper Owens** (minor policy changes, participation of all landowners)
- **Benton Hot Springs** (minor policy changes, participation of all landowners)
- **Oasis** (very minor changes, all landowners notified)
- **Sonora** (minor policy changes (sage grouse), recently updated in 2011)
- **Wheeler Crest** (minor consistency edits)
- **Mammoth Vicinity** (minor consistency edits)
- **Bodie Hills** (minor consistency edits)
- **Swauger Creek** (minor consistency edits)



## Land Use Element – Development Regulations

- Clarification of existing policy
- Modified or eliminated outdated/inconsistent policies
- Streamlined or updated regulations to reflect local circumstances
- Addressed State mandates, such as fire safe regulations



## Clarification of Existing Policies

- 1. Clarify that a parcel can have 2 LUDs and remove the requirement for a lot split along the LUD line.
- 2. Clarification that communication towers allowed in all LUDs with Use Permit.
- 3. Clarification that accessory use prior to main use requires a use permit.
- 4. Language added to lot size regulations noting the authority of Lahontan/SWRCB.
- 5. Commercial and industrial height exception not limited to commercial and industrial LUDs.
- 6. Clarification that accessory structures are not allowed in setbacks.

## Clarification of Existing Policies

- 7. Clarification that side yard setbacks may be reduced to 5 feet in certain situations.
- 8. Guesthouse size limitations made consistent with Accessory Dwelling Unit size limitations.
- 9. Development Credits policies clarified and moved to dedicated section.
- 10. Resource Extraction standards (rather than LUD)
- 11. Cargo containers allowed in flood areas when in compliance with Ch 21. Flood Regulations.
- 12. Density Bonus information organized into one section.

## Outdated or Inconsistent Regulations Modified or Eliminated

- 13. Language allowing mining, drilling (oil/gas), wind farms, hydroelectric facilities in all LUDs with Use Permit removed.
- 14. Line removed exempting RV storage on vacant land.
- 15. Fences allowed to 7 feet height without permit.
- 16. Setback of animal to neighboring home increased from 40 to 50 feet.
- 17. Three residential parking space requirement removed in June Lake.

## Streamlined or Innovative Regulation Reform

- 18. In commercial LUD, DR rather than Use Permit required for most uses when using existing structures, and lesser intensity use new structures.
- 19. Minimum lot area requirements for Hotel, motel lodge etc. eliminated.
- 20. Depth to Width regulations changed to guidelines eliminating need for variance in certain situations.
- 21. Accessory buildings over 20 feet allowed by the Director rather than more formal Director Review.
- 22. Cell tower height allowed to 80 feet in certain situations.
- 23. Space between building requirements eliminated.

## Streamlined or Innovative Regulation Reform

- 24. Tandem parking prohibition for commercial and multi-family removed, allowed only in certain situations.
- 25. Prohibition of less than 20' wide manufactured home removed, allowed when consistent with design guidelines.
- 26. Manufactured Housing Subdivision regulations made more flexible, allowed in more LUDs and not limited to manufactured homes.
- 27. Use permit and Variance expiration when failure to exercise rights extended from 1 to 2 years or as otherwise stated in permit conditions.
- 28. Non-Conforming Use regulations loosened, allows for modifications including potential expansion to nonconforming structures in certain circumstances and allows exemption for destroyed nonconforming single family homes that were previously permitted.

## State Mandates or Department/Procedural Needs

- 29. Composting facilities allowed as a permitted use in Agriculture and Resource Management LUDs.
- 30. Waste processing and recycling uses added to Industrial and Public Facility LUDs.
- 31. Small wind towers language added in to comply with state law.
- 32. Added language about site plan review for building permits within sensitive species habitat.
- 33. Cottage food operation language added to home occupation regulations in compliance with state law.
- 34. Required finding added for Expanded Home Occupation permits.

## State Mandates or Department/Procedural Needs

- 35. Requirement for adequate waste management space added in compliance with state law.
- 36. Plan of Operations concept added.
- 37. Mobile Vendor Standards and Guidelines added.
- 38. Bed and Breakfast parking requirements added.
- 39. Many changes to utility section, mostly relating to height, undergrounding, conduit requirements and state law compliance.
- 40. Flood & Fire regulations modified per state law.

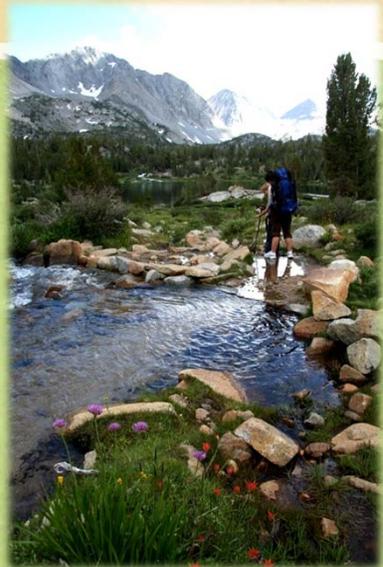
## Regional Transportation Plan (RTP)

- Covers the unincorporated county and Mammoth Lakes
- Updated data: population & demographics, traffic counts, transit services, airport use, etc.
- Goods and Vehicle Movement
  - Continue to provide for and maintain road system, and increase safety
  - In cooperation with Caltrans District 9
- Focus on walkable communities, multi-modal mobility and main streets
  - Resource Efficiency Plan policies: reduce vehicle miles traveled (transit, bike, etc.)
  - Main street planning
  - Bicycling and trails; Complete Streets
- Relationship to land use, resource stewardship, sensitive habitats
- Appendices: Blueprint, Bicycle Transportation Plan, Trails Plan



## Conservation/Open Space Element

- Biological Assessment
- Policy Development & Review

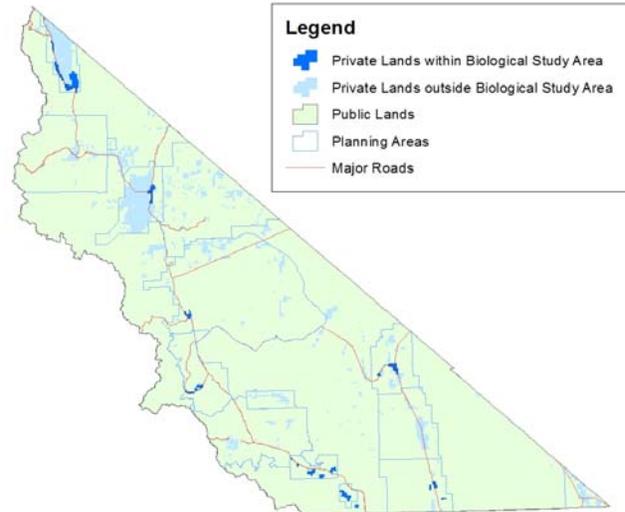


## Conservation / Open Space Element

- Biological Assessment:
  - <http://monocounty.ca.gov/planning/page/rtpgpudeir-technical-studies>
  - Covers areas within an adjacent to existing communities
  - Focuses on species and habitats of conservation concern, including mule deer and Bi-State sage grouse
  - Provides basis for streamlining



### Biological Study Area Overview



## Biological Assessment: Plant Communities

Holland name and CDFW classification number	Alliance and primary association names	acreage in study area
upland communities		
Big Sagebrush Scrub 35.110.00	Big Sagebrush Shrubland <i>Artemisia tridentata-Atriplex canescens</i>	1.1
Big Sagebrush Scrub 35.110.01	Big Sagebrush Shrubland <i>Artemisia tridentata-Ericameria nauseosa</i>	44
Big Sagebrush Scrub 35.110.13	Big Sagebrush Shrubland <i>Artemisia tridentata-Ephedra nevadensis</i>	492
Rubber Rabbitbrush Scrub 35.310.00	Rubber Rabbitbrush Shrubland <i>Ericameria nauseosa-Artemisia tridentata</i>	64
bottomlands communities		
Willow Riparian Scrub 61.209.00	Sandbar Willow Thicket <i>Salix exigua-Ericameria nauseosa</i>	0.4
Desert Saltbush Scrub 36.370.00	Torrey Saltbush Shrubland <i>Atriplex torreyi-Artemisia tridentata</i>	3.9
Black Greasewood Scrub 36.400.00*	Budsage Shrubland <i>Sarcobatus vermiculatus-Artemisia spinescens</i>	12
Black Greasewood Scrub 36.400.00*	Black Greasewood Shrubland <i>Sarcobatus vermiculatus-Ericameria nauseosa</i>	43
Black Greasewood Scrub 36.400.01	Black Greasewood Shrubland <i>Sarcobatus vermiculatus</i>	64

## Biological Assessment: Plant Species

Scientific Name Common Name Life Form	Rank or Status <sup>1</sup>		Flowering Period	Communities Some Potential for Occurrence
	CNPS	CNDDDB		
<i>Orthotrichum shevockii</i> Shevock's bristle moss bryophyte on rocks	1B.3		-	Big Sagebrush Scrub Rubber Rabbitbrush Scrub Desert Saltbush Scrub Black Greasewood Scrub
<i>Allium atrorubens</i> var. <i>atrarubens</i> Great Basin onion bulbiferous herb	2B.3	S2	May-June	Big Sagebrush Scrub Rubber Rabbitbrush Scrub Desert Saltbush Scrub Willow Riparian Scrub
<i>Boechea bodiensis</i> Bodie Hills rockcress herbaceous perennial	1B.3	S2	June-August	Big Sagebrush Scrub Rubber Rabbitbrush Scrub
<i>Boechea dispar</i> pinyon rockcress herbaceous perennial	2B.3	S3	March-June	Big Sagebrush Scrub Rubber Rabbitbrush Scrub
<i>Chaetodelpha wheeleri</i> Wheeler's dune-broom rhizomatous herb	2B.2	S2	April-Sept	Big Sagebrush Scrub Rubber Rabbitbrush Scrub Desert Saltbush Scrub Black Greasewood Scrub
<i>Cryptantha fendleri</i> sand dune cryptantha herbaceous annual	2B.2	S1	June-July	Big Sagebrush Scrub Rubber Rabbitbrush Scrub Desert Saltbush Scrub Willow Riparian Scrub
<i>Cymopterus globosus</i> globose cymopterus herbaceous perennial	2B.2	S1	March-June	Big Sagebrush Scrub Rubber Rabbitbrush Scrub Black Greasewood Scrub

## Biological Assessment: Wildlife Species

species	status <sup>1</sup>		Communities Some Potential for Occurrence
	CDFW	State ranking	
<b>amphibians</b>			
<i>Lithobates pipiens</i> northern leopard frog	SSC	S2	Willow Riparian Scrub Wild Rose Riparian Scrub Transmontane Alkaline Marsh
<b>reptiles</b>			
<i>Elgaria panamintina</i> Panamint alligator lizard	SSC	S3	Big Sagebrush Scrub Desert Saltbush Scrub Willow Riparian Scrub Wild Rose Riparian Scrub Transmontane Alkaline Marsh
<b>birds</b>			
<i>Buteo swainsoni</i> (nesting) Swainson's hawk	Threatened	S3	Big Sagebrush Scrub
<b>mammals</b>			
<i>Antrozous pallidus</i> pallid bat	SSC	S3	disturbed habitats with buildings
<i>Lepus townsendii townsendii</i> western white-tailed jackrabbit	SSC	S3?	Big Sagebrush Scrub Willow Riparian Scrub Wild Rose Riparian Scrub
<i>Myotis ciliolabrum</i> western small-footed myotis	NL	S3	disturbed habitats with buildings
<i>Taxidea taxus</i> American badger	SSC	S3	Big Sagebrush Scrub Great Basin Mixed Scrub Rubber Rabbitbrush Scrub Desert Saltbush Scrub Shadscale Scrub Black Greasewood Scrub Alkali Sacaton Grassland Wild Rose Riparian Scrub

## Biological Assessment

- Determine plant communities, and sensitive communities, plants and wildlife
- Developer options:
  - Determine presence/absence
  - Assume presence and develop project to fully mitigate impacts
- Benefit: Narrows the study scope and provides detailed information to direct resource studies



Photo Credit: CDFG



## C/OS Policy Development & Review

- Policy Memo by Dr. James Paulus
- Review of 1989 geothermal Settlement Agreement
- Biological Resources: sage grouse
  - Projects with the potential for significant impacts must adopt a statement of overriding consideration
  - Examples of design measures to reduce impacts
  - Review of ministerial permits to reduce impacts
  - Continued collaboration on the Bi-State Action Plan and with the Local Area Working Group
  - Result: Cooperative
  - Focus on sage grouse and mule deer
  - Federally- and state- listed species: defer to agencies
  - Result: Cooperative grant with BLM for up to \$250,000 over 5 years



## C/OS Policy Development & Review

- Biological Resources
  - Detail and additional mitigation measures
  - Mule deer habitat and migration corridors
  - Prevent utilization of non-native plants & encourage removal
- Open Space: Updated policies to focus on maintaining open space
- Hydrology: wetlands, riparian areas, water quality protection
  - Water: Groundwater management, conservation, out-of-area water transfers
  - 30-ft buffer: Best management practices, discourage development
  - No net loss of wetlands at regional scale
  - Stormwater run-off and Low-Impact Development standards



## C/OS Policy Development & Review

- Sustainable agricultural policies
- Alternative Energy: transmission and distribution lines, renewable energy generation
- Recreation: removed parks standards, prioritize maintenance, trails
- Resource Efficiency Plan
- Cultural Resources



## Safety and Noise Elements

- Legal Mandates Update
- Safety:
  - Local Hazard Mitigation Plan Update
  - Fire Safe & Flood Plain Regulations
- Noise:
  - New data and noise readings
  - Noise generally not an issue
  - Noise Ordinance update



## Countywide Integrated Waste Management Plan (CIWMP)

- Updates Countywide Siting Element, Non Disposal Facility Element, and Household Hazardous Waste Element of the CIWMP.
- Elements have been updated to reflect existing waste generation and disposal capacities, as well as identifying future disposal options including out-of-county transfer of waste.
- Identifies need to transition away from landfilling waste at Benton Crossing Landfill.
- Identifies potential Non-Disposal Facilities and the types of infrastructure that will be necessary for future waste management.
- Analyzes County's Household Hazardous Waste programs and identifies future programs.
- For more information, contact Tony Dublino, Solid Waste Supt. 760.932.5453.

## Environmental Impact Report

- Provides for tiering and streamlined processing of future projects
- Potentially significant impacts relating to biological resources, geology, cultural resources, hydrology, recreation, aesthetics, and utilities & public services.
- Alternatives
  1. No Project
  2. Compact Development: Increase minimum parcel size outside communities, increase density within communities
  3. Proactive Resource and Biological Policy: More aggressive policies for resource efficiency and biological conservation that were not recommended due to potential infeasibility.
    - EIR recommends vetting through communities
    - Menu structure: Provides ability to pick and choose specific policies for inclusion or vetting

## Environmental Impact Report

**Public Comment Period: July 31 – September 29, 2015**

Submit comments to:

Wendy Sugimura

PO Box 347, Mammoth Lakes, CA 93546

[wsugimura@mono.ca.gov](mailto:wsugimura@mono.ca.gov)

## 2015 Anticipated Adoption Schedule

- **September:** Community outreach and Planning Commission workshop
- **September 29 at 5 pm:** Close of EIR comment period
- **October:** Drafting of Final EIR and response to comments
- **November:** Planning Commission Public Hearing
- **Early December:** Board of Supervisors Public Hearing to adopt the project and certify the EIR, followed by similar action by Local Transportation Commission



## Questions? Comments?

Sign up for email updates at your RPAC website:

<http://monocounty.ca.gov/rpac>

**Mono County Community Development Department**

760.924.1800 or 760.932.5423

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760.924.1807

## MONO COUNTY RTP/GENERAL PLAN UPDATE DRAFT EIR



### SECTION 2.0

## EXECUTIVE SUMMARY

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### 2.0 PURPOSES OF THIS DRAFT EIR

The County of Mono, as Lead Agency, determined that the 2015 *RTP/General Plan Update* is a 'project' as defined in the CEQA Guidelines, and requires the preparation of an EIR. In compliance with CEQA, this Draft EIR has been prepared to analyze the potential environmental effects associated with implementation of the project. The EIR has been prepared to fully inform decision-makers in the county, responsible and trustee agencies, interested organizations and the general public of the potential environmental consequences associated with approval and implementation of the Draft *RTP/General Plan Update*. A detailed description of the proposed project, including the project setting, project components and characteristics, project objectives, discretionary actions, and how the EIR will be used, is provided in EIR §3.0 (Project Description).

### 2.1 AREAS OF CONTROVERSY AND ISSUES TO BE RESOLVED

This Draft EIR addresses the full range of potentially significant environmental impacts associated with the proposed *RTP/General Plan Update* that are known to the county, were raised in comments on the Notice of EIR Preparation (NOP) scoping process, or were raised during preparation of the Draft EIR. During the NOP process, three comment letters were received from interested agencies (Lahontan Regional Water Quality Control Board, California Department of Parks and Recreation, and California Department of Transportation). The comments are summarized in EIR §1.0 (Introduction) and provided in EIR Appendix B. Significant effects identified in this EIR include impacts pertaining to biological resources, soils and geology, health and safety hazards, cultural resources, hydrology, recreation, aesthetics, and public services. Although the residents and communities of Mono County hold a wide range of goals for long-range planning (as identified throughout this EIR), the *RTP/General Plan Update* has been a community-based process, and there are no known unresolved issues or areas of controversy at the time of this Draft EIR release for public review.

### 2.2 ALTERNATIVES TO THE PROPOSED PROJECT

The CEQA Guidelines require that an EIR describe a reasonable range of alternatives to the project or to the location of the project that would reduce or avoid significant impacts, and that could feasibly accomplish the basic objectives of the proposed project. EIR §6 (Alternatives) identifies two alternatives that were rejected from detailed consideration (one pertaining to water reclamation, and one pertaining to transportation) as well as three alternatives that were analyzed and compared to the project as proposed, including:

- Alternative 1: No Project Alternative. Under Alternative 1, the County would not adopt the Draft *RTP/General Plan Update*. The existing 2001 Mono County *General Plan* (all elements) and the 2008 RTP (with 2013 updates) would continue to be implemented as at present, and no changes or other planning initiatives would occur until subsequent proposals are formulated, evaluated under CEQA, and considered for approval by the Mono County Board of Supervisors and other responsible and trustee agencies.
- Alternative 2: Compact Development Alternative. Both the existing and the proposed *RTP/General Plan Update* reflect a long-standing priority of Mono County to direct growth to existing communities. Opportunities remain

that would enable this goal to be more fully realized. Alternative 2 considers a series of steps that would curtail development outside of community areas through increased minimum acreage requirements for subdivisions, agricultural lands and other similar uses, and through higher development density allocations within defined community boundaries.

- Alternative 3: Proactive Resource and Biological Policy Alternative. During the course of the *RTP/General Plan* update, the county considered a wide range of potential policies for each of the General Plan Elements. The County ultimately recommended policies for each *General Plan Element* based on an assessment of their ability to feasibly achieve the stated project objectives. At the same time, it was recognized that some of the excluded policies had substantial merit, and warranted consideration. Alternative 3 presents and describes policies for resource efficiency and biological conservation that were considered and found meritorious but ultimately not recommended due to potential infeasibility.

EIR §6 provides, in Table 6-2, a comparative analysis of the proposed project and each of the three analyzed project alternatives. The comparison uses a numerical scoring system to assess how each alternative compares to the proposed project in terms of meeting project objectives and avoiding or minimizing potentially significant impacts. Scoring provided in Table 6-2 indicates that No Project Alternative would be least effective at meeting project objectives and least effective at avoiding or reducing significant effects. Alternative 2, the 'compact development alternative,' would be environmentally superior to the proposed project. Alternative 3 would also be environmentally superior to the proposed project, though to a lesser degree than Alternative 2. Alternatives 2 and 3 are not recommended at the present time, however, because the underlying concepts were not presented to the community RPACs for discussion during development of the draft General Plan and were not among the land use scenarios developed by the RPACs for consideration in the current update. This EIR recommends that the county present the concepts underlying Alternatives 2 and 3 for future discussion among RPAC and community planning groups. If the discussions indicate that these changes are broadly supported, it is recommended that the County incorporate the revisions in a future General Plan amendment.

### **2.3 SUMMARY OF IMPACTS AND MITIGATION MEASURES**

This EIR focuses on the significant environmental effects of the proposed *RTP/General Plan Update*, in accordance with the CEQA Guidelines. The CEQA Guidelines defines a significant effect as a substantial adverse change in the physical conditions which exist in the area affected by the proposed project. A less than significant effect is one in which there is no long or short-term significant adverse change in environmental conditions. The environmental impacts of the proposed project, the impact level of significance prior to mitigation, the proposed mitigation measures to mitigate an impact, and the impact level of significance after mitigation are summarized in Table 2-1.

**TABLE 2-1: Executive Summary of Project Impacts and Mitigation Measures**

ENVIRONMENTAL IMPACT	LEVEL OF SIGNIFICANCE WITHOUT MITIGATION	MITIGATION MEASURES	RESULTING LEVEL OF SIGNIFICANCE
<b>§4.1 LAND USE AND PLANNING</b>			
4.1(a) Physically divide an established community	Less than Significant	Mitigated to the greatest feasible extent through RTP/General Plan Policies and Actions. No supplemental mitigation measures are recommended.	Less than Significant
4.1(b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating an environmental effect.	Less than Significant	Mitigated to the greatest feasible extent through RTP/General Plan Policies and Actions. No supplemental mitigation measures are recommended.	Less than Significant
<b>§4.2 REGIONAL TRANSPORTATION PLAN AND CIRCULATION</b>			
4.2(a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation and all relevant components of the circulation system.	Less than Significant	Mitigated to the feasible extent through RTP/General Plan Policies and Actions. No supplemental mitigation measures are recommended.	Less than Significant
4.2(b) Conflict with an applicable congestion management program, including but not limited to level of service standards and travel demand measures.	Less than Significant	Mitigated to the feasible extent through RTP/General Plan Policies and Actions. No supplemental mitigation measures are recommended.	Less than Significant
4.2(c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.	No Impact	Mitigated to the feasible extent through RTP/General Plan Policies and Actions. No supplemental mitigation measures are recommended.	No Impact
4.2(d) Result in inadequate emergency access or design hazards.	Less than Significant	Mitigated to the feasible extent through RTP/General Plan Policies and Actions. No supplemental mitigation measures are recommended.	Less than Significant
4.2(e) Conflict with adopted policies, plans, or programs for public transit, bicycle, parking/pedestrian facilities, or decrease safety or performance of such facilities.	No Impact	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	No Impact

<b>§4.3 AIR QUALITY, CLIMATE CHANGE, GHG EMISSIONS</b>			
4-3(a) Conflicts with or obstructs implementation of the air quality plan or results in a cumulatively considerable net increase of a criteria pollutant for which the region is non-attainment under an applicable federal or state ambient air quality standard.	Less than Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Less than Significant
4-3(b) Violates an air quality standard or contributes substantially to an existing or projected air quality violation.	Less than Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Less than Significant
4-3(c) Exposes sensitive receptors to substantial pollutant concentrations.	Less than Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Less than Significant
4-3(d) Creates objectionable odors affecting a substantial number of people.	Less than Significant	<p>Impacts reduced through RTP/General Plan Policies and Actions. Supplemental recommended mitigations include:</p> <ol style="list-style-type: none"> <li>1. <i>Among the critical next steps for consideration of a biomass facility at Mammoth Mountain garage, it is recommended that the county work with the biomass team to develop a tight management plan for on-site wood chip storage and handling as a way to avoid serious odor problems and spontaneous wood pile combustion.</i></li> <li>2. <i>As one of the critical next steps, it is recommended that the county work with the biomass team to determine the distance and locational relationship between the garage site and nearby residences (or other potentially sensitive uses) with the specific goal of verifying that the distances and conditions (wind, access, noise) are not conducive to future neighborhood complaints about odors.</i></li> </ol>	Less than Significant
4-3(e) Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment or conflict with an applicable plan, policy or regulation adopted for the purpose of reducing GHG emissions.	Less than Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Less than Significant
<b>§4.4 BIOLOGICAL RESOURCES</b>			
4-4(a) Have a substantial adverse effect, directly or through habitat modifications, on a candidate, sensitive, or special status species as identified in local or regional plans, policies, regulations, or by CDFW or USFWS?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable

4-4(b) Have a substantial adverse effect on a riparian habitat or sensitive natural plant community identified in local/regional policies, regulations, by CDFW or USFWS?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
4-4(c) Have a substantial adverse effect on federally protected wetlands as per Clean Water Act §404 (marsh, vernal pool, coastal, etc.) through removal, filling, hydrological interruption, other means?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
4-4(d) Interfere substantially with the movement of a native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede use of native wildlife nurseries?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
4-4(e) Conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
4-4(f) Conflict with provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved habitat conservation plan?	No Impact	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	No Impact
<b>§4.5. GEOLOGY, SOILS, MINERALS</b>			
4-5(a) Expose people or structures to potential substantial adverse effects involving: i) Rupture of a known Alquist-Priolo earthquake fault as delineated by the State Geologist or based on other substantial evidence? ii) Strong seismic ground shaking? iii) Seismic-related ground failure, including liquefaction? iv) Landslides?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
4-5(b) Result in substantial soil erosion or the loss of topsoil?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
4-5(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse, or be located on expansive soil creating substantial risks to life or property?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
4-5(d) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Less than Significant

4.5(e) Result in the loss of availability of a known mineral resource or an identified locally important mineral resource that would be of value to the region and to residents of the state of California?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
<b>§4.5. PUBLIC HEALTH &amp; SAFETY, HAZARDS, HAZARDOUS MATERIALS</b>			
4.6(a) Create a hazard to the public or environment through routine transport, use or disposal of hazardous materials, or release of hazardous materials into the environment, including within 1/4 mile of a school?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
4.6(b) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to CGC §65962.5 and, as a result, would it create a significant hazard to the public or the environment?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
4.6(c) Create a safety hazard for people residing or working in an area located in an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport or private airstrip?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
4.6(d) Impair implementation of or physically interfere with an adopted emergency response or evacuation plan?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
4.6(e) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
4.6(f) Expose people or structures to significant risk of avalanche, landslides, destructive storms or winds, rockfall or volcanic activity?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
<b>§4.7. CULTURAL RESOURCES</b>			
4.7(a) Cause a substantial adverse change in the significance of a prehistorical or historical resource?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
4.7(b) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
4.7(c) Disturb any human remains or sacred lands, including those interred outside of formal cemeteries?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
<b>§4.8. HYDROLOGY, FLOODING, WATER QUALITY, WATER SUPPLY</b>			

4.8(a)	Violate any water quality standards?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
4.8(b)	Violate wastewater treatment or discharge requirements or require new wastewater treatment facilities?	Potentially Significant	Impacts reduced through RTP/General Plan Policies and Actions. Supplemental recommended mitigation includes:  1. <i>It is recommended that the County formalize policies consistent with LRWQCB recommendations for controlling the problems associated with septic systems including (a) reevaluate and update the adequacy of existing local regulations for installation and maintenance of septic systems, including applicable criteria from Basin Plan Appendix C; (b) continue to limit the use of septic systems on small-lot, higher density developments; (c) encourage alternative waste treatment systems; (d) encourage &amp; support funding for wastewater treatment plants in outlying areas where water quality problems and/or population density require wastewater collection and treatment.</i>	Significant and Unavoidable
4.8(c)	Have insufficient groundwater or surface water supplies to sustainably serve General Plan land uses from existing entitlements, facilities and resources?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
4.8(d)	Alter existing drainage patterns causing substantial erosion, siltation, flooding, polluted runoff?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Significant and Unavoidable
4.8(e)	Place housing or structures in a 100-year flood hazard area as mapped on a Flood Hazard Boundary or Flood Insurance Rate Map or other flood delineation map?	Less than Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Less than Significant
4.8(f)	Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	Less than Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Less than Significant
4.8(g)	Expose people or structures to inundation by seiche, tsunami, or mudflow?	Less than Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Less than Significant
<b>§4.9. RECREATION</b>				
4.9(a)	Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial	Less than Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	Less than Significant

physical deterioration of the facility would occur or be accelerated?				
4.9(b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.		Significant and Unavoidable
<b>§4.10. AESTHETICS, LIGHT &amp; GLARE, SCENIC RESOURCES</b>				
4.10(a) Have a substantial adverse effect on a scenic vista or scenic including trees, rock outcroppings, and historic buildings within a state scenic highway?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.		Significant and Unavoidable
4.10(b) Substantially degrade the existing visual character or quality of the site and its surroundings?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.		Significant and Unavoidable
4.10(c) Create a new source of substantial light or glare that would adversely affect day or nighttime views?	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.		Significant and Unavoidable
<b>§4.11. AGRICULTURE, FORESTS, CONSERVATION</b>				
4.11(a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to nonagricultural use, or conflict with existing zoning for agricultural use, or a Williamson Act contract?	Less than Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.		Less than Significant
4.11(b) Conflict with existing zoning for, or cause rezoning of, forest land or result in the loss of forest land or conversion of forest land to non-forest use?	Less than Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.		Less than Significant
<b>§4.12. POPULATION AND HOUSING</b>				
4.12(a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	No Impact	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.		No Impact
4.12(b) Displace substantial numbers of people or existing housing, necessitating the construction of replacement housing elsewhere?	No Impact	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.		No Impact
<b>§4.13. PUBLIC SERVICES AND UTILITIES</b>				
4.13(a) Create a need for new or modified governmental facilities in order to maintain acceptable service ratios, response times or other performance objectives for any of the	Potentially Significant	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.		Significant and Unavoidable

<p>public services: Police protection, Schools, Other public facilities, services and utilities?</p>			
<p>4-13(b) Result in a wasteful, inefficient, and/or unnecessary consumption of energy?</p>	<p>Less than Significant</p>	<p>Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.</p>	<p>Less than Significant</p>
<p>4-13(c) Be served by a landfill with insufficient permitted capacity to accommodate the project's solid waste disposal needs and comply with federal, state, and local statutes and regulations related to solid waste?</p>	<p>Less than Significant</p>	<p>Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.</p>	<p>Less than Significant</p>
<p><b>§4-14. NOISE</b></p>			
<p>4-14(a) Expose persons to or cause a permanent or temporary significant increase in ambient noise levels or result in noise levels exceeding standards set by the general plan or noise ordinance or other applicable standards.</p>	<p>Less than Significant</p>	<p>Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.</p>	<p>Less than Significant</p>
<p>4-14(b) Expose persons to or generate excessive groundborne vibration or groundborne noise levels.</p>	<p>Less than Significant</p>	<p>Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.</p>	<p>Less than Significant</p>
<p>4-14(c) Expose people residing or working in the project area to excessive noise levels for a project located in an airport land use plan or (where such a plan has not been adopted) within two miles of a public airport or public use airport or a private airstrip.</p>	<p>Less than Significant</p>	<p>Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.</p>	<p>Less than Significant</p>
<p><b>OTHER CEQA TOPICS</b></p>			
<p>Cumulative Impacts on Agriculture associated with Walker River Water Transfer Program</p>	<p>Potentially Significant and Adverse</p>	<p>Will be mitigated to extent feasible through measures proposed in forthcoming EIR for Walker River Water Transfer Project Proposal.</p>	<p>To be determined through future EIR</p>
<p>Cumulative Impacts on Aesthetic and Scenic Values associated with Walker River Water Transfer Program</p>	<p>Potentially Significant and Adverse</p>	<p>Will be mitigated to extent feasible through measures proposed in forthcoming EIR for Walker River Water Transfer Project Proposal.</p>	<p>To be determined through future EIR</p>
<p>Cumulative Impacts on Biological Resources associated with Walker River Water Transfer Program</p>	<p>Potentially Significant and Adverse</p>	<p>Will be mitigated to extent feasible through measures proposed in forthcoming EIR for Walker River Water Transfer Project Proposal.</p>	<p>To be determined through future EIR</p>
<p>Cumulative Impacts on Cultural Resources associated with Walker River Water Transfer Program</p>	<p>Potentially Significant and Adverse</p>	<p>Will be mitigated to extent feasible through measures proposed in forthcoming EIR for Walker River Water Transfer Project Proposal.</p>	<p>To be determined through future EIR</p>

Cumulative Impacts on Hydrology and Water Quality associated with Walker River Water Transfer Program	Potentially Significant and Adverse	Walker River Water Transfer Project Proposal. Will be mitigated to extent feasible through measures proposed in forthcoming EIR for Walker River Water Transfer Project Proposal.	To be determined through future EIR
Cumulative Impacts on Land Use and Planning Associated with Walker River Water Transfer Program	Potentially Significant and Adverse	Will be mitigated to extent feasible through measures proposed in forthcoming EIR for Walker River Water Transfer Project Proposal.	To be determined through future EIR
Cumulative Impacts on Recreation Associated with Walker River Water Transfer Program	Potentially Significant and Adverse	Will be mitigated to extent feasible through measures proposed in forthcoming EIR for Walker River Water Transfer Project Proposal.	To be determined through future EIR
Cumulative Impacts associated with Water Reclamation	Potentially Significant and Adverse	No Water Reclamation projects proposed at this time.	To be determined through CEQA analysis when and if proposed.
Cumulative Impacts associated with Landfill Closure	Potentially Significant and Adverse	Will be mitigated to extent feasible through measures proposed in EIR for Benton Regional Landfill Closure and Replacement Project.	To be determined through CEQA analysis when replacement site is proposed.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     September 15, 2015

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Closed Session--Human Resources

**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): Marshall Rudolph, John Vallejo, Leslie Chapman, and Lynda Salcido. 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:** /

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

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No Attachments Available

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/26/2015 9:54 AM	County Administrative Office	Yes
9/8/2015 11:39 AM	County Counsel	Yes
9/2/2015 3:52 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     September 15, 2015

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Closed Session - Public Employment

**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 Administrator.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

SUBMIT THE ORIGINAL DOCUMENT WITH  
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**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

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**History**

Time	Who	Approval
9/2/2015 11:57 AM	County Administrative Office	Yes
9/8/2015 11:36 AM	County Counsel	Yes
9/2/2015 4:15 PM	Finance	Yes





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     September 15, 2015

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Closed Session - Public Employment

**AGENDA DESCRIPTION:**

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: HR Director.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL: /**

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***PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING***

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

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**ATTACHMENTS:**

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**History**

Time	Who	Approval
9/2/2015 11:57 AM	County Administrative Office	Yes
9/8/2015 11:47 AM	County Counsel	Yes
9/2/2015 4:15 PM	Finance	Yes





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     September 15, 2015

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Conference with Legal Counsel

**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. Facts and circumstances: personnel complaint.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL: /**

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
***PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING***

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**MINUTE ORDER REQUESTED:**

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**ATTACHMENTS:**

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No Attachments Available

**History**

Time	Who	Approval
9/9/2015 9:50 AM	County Administrative Office	Yes

9/8/2015 11:48 AM

County Counsel

Yes

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9/8/2015 12:26 PM

Finance

Yes

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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 15, 2015

**Departments: Public Works Facilities**

**TIME REQUIRED** 30 minutes (10 minute presentation;  
20 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Joe Blanchard

**SUBJECT** Benton and Chalfant Ballfields

### AGENDA DESCRIPTION:

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

Discussion regarding the condition of the Benton and Chalfant Ballfields and Public Works' efforts to make improvements.

### RECOMMENDED ACTION:

Discuss methods to improve the condition of the Benton and Chalfant ballfields. Provide any desired direction to staff.

### FISCAL IMPACT:

None at this time.

**CONTACT NAME:** Joe Blanchard

**PHONE/EMAIL:** 760-932-5443 / jblanchard@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**  
Joe Blanchard

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[Benton and Chalfant Ballfields - Staff Report 09.15.15](#)

[Exhibit A - Benton Ballfield Outfield](#)

[Exhibit B - Benton Ballfield Infield](#)

[Exhibit C - Chalfant Park Ballfield](#)

[Exhibit D - Chalfant Park Shade Structure](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/2/2015 11:57 AM	County Administrative Office	Yes
9/8/2015 11:46 AM	County Counsel	Yes
9/8/2015 12:27 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

September 15, 2015

To: Honorable Chair and Members of the Board of Supervisors

From: Joe Blanchard, Parks and Facilities Superintendent

Re: Discussion of Benton and Chalfant Parks and Ballfields

**Recommended Action:** Discuss Past, Present, and Future of Benton and Chalfant Parks and Ballfields as well as concerns regarding condition of the Ballfields and efforts to improve them. Provide any desired direction to staff.

**Background:** The Benton and Chafant parks are located in the Tri-Valley area of Mono County. The approximate travel time to the Tri-Valley from the county seat in Bridgeport is 1 hour and 45 minutes. There are two facilities employees in the South County, one full time, and one seasonal. Previously, there were three facilities employees in the South County and since that time we have added two streetscapes, one ballfield, and a one concession facility to the maintenance list. These two employees cover from Lee Vining to Chalfant and their responsibilities include Guss Hess Park, Lee Vining Streetscape, June Lake Streetscape, Gull Lake Park, June Lake Ballfield, Crowley Lake Park, Crowley Lake Ballfield, Benton Park and Ballfield, and Chalfant Park and Ballfield. When projects are undertaken in the Tri-valley a significant portion of the day is lost in travel time. That being said, the parks in both Benton and Chalfant (see Exhibits A through D attached) have been plagued with numerous irrigation and soil related issues over the years including well pump failures, control system failures, as well as poor initial layout of the irrigation systems which provided inadequate coverage at both parks. Both ballfields have been in poor condition for many years and were essentially unplayable. Estimates were put together, several years ago, to upgrade the irrigation, grass, and infields, of both ballfields but were unfunded in the CIP process.

Several attempts have been made with the facilities maintenance budget to fund the upgrades of both irrigation systems as well as the ballfields.

It should be noted that both parks received new playground equipment in 2009 along with the rest of the county's parks. In 2013 shade structures were installed at both Benton and Chalfant parks. More recently, in 2014 facilities staff went through the entire irrigation system in Chalfant adding several new lines and changing all the sprinklers heads to improve coverage and efficiency. In 2015 Facilities and Roads staff removed all of the existing grass on the ballfield, added new soil, amendments, and reseeded the entire ballfield. This project was funded by the CIP fund established specifically for the park and was exhausted in the endeavor. Staff has also been involved with an intensive effort to eradicate the goat head weed by hand, burning, and most recently with the addition of goat head

weevils which eat the weed. It should also be noted that the condition of the ballfields, especially the Benton ballfield, would not currently support organized baseball.

Facilities staff is currently scheduled to upgrade the Chalfant ballfield infield as well as pour the concrete for the second half of the basketball court.

**Fiscal Impact:** None, informational only.

If you have any questions regarding this item please contact Joe Blanchard at 760-932-5443, or [jblanchard@mono.ca.gov](mailto:jblanchard@mono.ca.gov)

Respectfully submitted,



Joe Blanchard, Parks and Facilities Superintendent











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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 15, 2015

**Departments: Assessor, Board of Supervisors**

<b>TIME REQUIRED</b>	30 minutes (10 minute presentation; 20 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Barry Beck
<b>SUBJECT</b>	Assessor's Response to Grand Jury Report		

**AGENDA DESCRIPTION:**

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

Discussion with the Assessor regarding his proposed responses to findings and recommendations of the 2014-15 grand jury report pertaining to the Assessor's Office ("Case #05"). (This item was requested by Supervisor Corless with concurrence by the Assessor, Barry Beck.)

**RECOMMENDED ACTION:**

None.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Marshall Rudolph, Barry Beck

**PHONE/EMAIL:** (760) 924-1707, (760) 932-5522 / [mrudolph@mono.ca.gov](mailto:mrudolph@mono.ca.gov); [bbeck@mono.ca.gov](mailto:bbeck@mono.ca.gov)

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download

- [staff report re Assessor's response to grand jury report](#)
- [laws re grand jury response](#)
- [grand jury report excerpt re assessor's office](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/9/2015 5:06 PM	County Administrative Office	Yes
9/9/2015 3:09 PM	County Counsel	Yes
9/9/2015 3:50 PM	Finance	Yes

**County Counsel**  
Marshall Rudolph

**Assistant County Counsel**  
Stacey Simon

**Deputy County Counsels**  
John-Carl Vallejo  
Christian Milovich

**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

**Legal Assistant**  
Jennifer Senior

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: September 15, 2015

RE: Assessor's response to 2014-15 grand jury report

**Recommendation:**

None.

**Fiscal/Mandates Impact:**

None.

**Discussion:**

The 2014-15 grand jury report includes findings and recommendations regarding the Assessor's Office, resulting from an investigation. (See enclosed "Case #05" excerpt from the report.) State law requires both the Assessor (Barry Beck) and the Board of Supervisors to respond to those findings and recommendations. The Assessor must respond within 60 days from the issuance of the report, and the Board must respond within 90 days. (See Penal Code section 933(c), enclosed.) There is no legal requirement for an elected department head such as the Assessor to discuss his proposed responses with the Board, nor to my knowledge has such a discussion previously occurred in the context of prior grand jury reports. But Supervisor Corless suggested that it might be beneficial in this instance, the Assessor concurred, and a majority of the Board agreed to agendaize it.

State law prescribes the specific manner and language to be used by an elected department head or governing body in responding to findings and recommendations of a grand jury report. The prescribed response with respect to a finding is to "agree" or

“disagree” with an explanation. The prescribed response with respect to a recommendation is, generally speaking, to indicate whether the recommendation will or will not be “implemented” with an explanation. (See Penal Code section 933.05, enclosed.) The Assessor’s proposed responses are enclosed. (Note: in accordance with the County’s standard practice, the CAO and County Counsel will draft and agendize proposed Board responses to this and other applicable sections of the grand jury report for consideration at a future Board meeting.)

If you have any questions regarding this item, please call me at 924-1707 or Barry Beck at 932-5522.

Encl.

**STATE LAW REGARDING RESPONSE TO GRAND JURY REPORT  
(PENAL CODE SECTIONS 933 and 933.05)**

**933.** (a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.

(b) One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.

(c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

(d) As used in this section "agency" includes a department.

**933.05.** (a) For purposes of subdivision (b) of Section **933**, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section **933**, as to each

grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decisionmaking authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report

R3 The Town Finance Department should train employees on the polices and procedures manual; the department should also train TOT remitters by updating its old training program.

R4 The Town Manager needs to set staffing in Finance sufficient to handle collections and audits.

R5 The Town should hire a consultant experienced in team building to address the lack of respectful communication and trust in the Finance Department in order to create a professional working team.

## **REQUEST FOR RESPONSES**

Pursuant to Penal Code Section 933.05, the Grand Jury requests responses as follows:

From the following individuals:

Town Manager Dan Holler, Findings 1-5 and Recommendations 1-5.

*Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.*

## **APPENDIX**

Copy, Monthly Return For Transient Occupancy Taxes (TOT) and TBID

### **Mono County Grand Jury 2014-15 Case #05**

## **INTRODUCTION AND BACKGROUND**

As a result of a complaint, the Mono County Grand Jury (MCGJ) has investigated the Mono County Assessor's Office (MCAO). The function of the MCAO is to annually assess all taxable property in the county. The head of the MCAO, the Mono County Assessor, is an elected official. The current Assessor began work in June of 2003 as a Property Appraiser and was appointed interim Assessor

in October of 2014 by the Mono County Board of Supervisors. In January of 2015, he assumed his elected position as Assessor.

## **THE COMPLAINT**

In March of 2015, the MCGJ received a complaint from a private citizen on behalf of some employees of the MCAO. The complaint alleged three broad concerns: a hostile work environment, unrealistic workloads, and unauthorized computer access. Upon investigation, the MCGJ was given numerous examples of a poor work environment, as well as uneven and possibly unethical treatment of office employees.

Some employees allege that the reason for such treatment was their political non-support of the Assessor during the public election in 2014. Sometime during January or February of 2015, one or more employees filed a harassment charge with their Public Employees Union representative (PEU). The PEU in turn filed a complaint with Mono County and an investigation was subsequently initiated. The Mono County Board of Supervisors required hiring an outside contractor to conduct the investigation. The staff was interviewed and was told the report would be made available to them. However, the final report was deemed confidential under attorney/client and client/work product law and was not released.

## **METHODOLOGY**

### **DOCUMENTS**

The Assessor provided the MCGJ with two personnel "flow charts." One chart showed the office personnel under the previous Assessor; the other showed the office personnel under the current Assessor. Under the previous Assessor there were nine positions listed: Assessor, Assistant Assessor, four appraisers (one of whom is now the current Assessor), one Auditor Appraiser, one Appraiser Aide, and one Fiscal and Technical Specialist (FTS) IV. Under the current Assessor there are seven positions listed: Assessor, Assistant Assessor (vacant), two Appraisers, one Auditor Appraiser, one Administrative Services Specialist, and one FTS IV.

Also provided by the Assessor were three photographs of some staff offices. The Assessor states that one photo is of the original arrangement, the second one is of the Assessor's adjusted arrangement, and the third is a compromise between affected employees and the Assessor. Members of the MCGJ visited the offices to get a first-hand look at the current arrangement.

### **INTERVIEWS**

During the investigation the MCGJ interviewed twelve people, including the complainant, County Counsel, the District Attorney, the current Assessor, the immediate past Assessor, and all MCAO employees who worked under the current and immediate past Assessor.

## **DISCUSSION**

Information learned from specific interviews is as follows:

1. Complainant interview. The complainant outlined the various issues and made suggestions for people we should interview.
2. County Counsel interview. As a result of this interview, we learned that County Counsel was "generally aware" of the situation, although it was the County Counsel's deputy who most closely worked on the case. We learned that an investigation was conducted on behalf of Mono County and that a report existed, but that neither the MCAO employees involved nor the MCGJ were allowed to know the contents of the report. The reason given to the MCGJ was that the report was confidential under attorney/client and attorney/work product law. At least two employees said they were told they would receive a copy of the report, though ultimately it was never provided.
3. District Attorney (DA) interview. The DA was asked about the possibility of a subpoena for access to the report. After a preliminary investigation, the DA confirmed the confidentiality of the report under attorney/client privilege and work product law. We were also told that the confidentiality would not be waived.
4. All office employees were interviewed, as well as the Assessor and immediate past Assessor. It is clear to the committee from the interviews that there is a deep, ongoing rift between two "camps" of employees that has worsened over time. The division of the two camps appears to be largely between those who supported the current Assessor during the 2014 election and those who did not.

Additional information found relevant to the complaint is as follows:

1. Hostile Work Environment. Soon after being appointed interim Assessor, the Assessor rearranged the configuration of office cubicles in order to "keep an eye" on office personnel. The change was made while several employees were away for a training program, with no advance notice to the employees who were away. Upon their return, these employees were upset at the office arrangement, and believed it was in retaliation for their non-support of the Assessor during the election. The employees noted that those who supported the Assessor kept their private offices. As a result of the complaints, the Assessor stated that he modified the arrangement, with staff helping with the move, but under his direction. The Assessor took photographs of the office at different stages of reconfiguration.

Throughout the course of the interviews the MCGJ heard a variety of accusations stating that the Assessor used language and/or actions designed to be intimidating, disparaging, and retaliatory to some members of the staff. Other employees stated that these accusations were not true, and that the accusers needed to "let go" of the past election issue. Parties from both sides agreed that the office environment is unhealthy, and that they often do not speak with one another. No one in the office seems to have a solution to the problem.

2. Workload. The workload in the Assessor's office is heaviest between January 1 and July 1 when all county properties subject to taxation are assessed. From July 1 to December 30, the work shifts to ownership transfers, completion of deferred construction, mapping, training, audits, and hearings. There are approximately

17,000 county properties to be assessed. Some of these properties are easier to assess than others. For example, the assessment of commercial property is the most time consuming, private homes generally less so, and condominium homes even less so. Large and unique properties are particularly difficult to assess and require appraisers with specific experience and knowledge of those types of properties. The MCAO has discretion to hire outside experts to assess the more unique situations, but the current Assessor appears reluctant to do so.

The current Assessor instituted a system of weighted scale "units" as a guideline for the amount of time it should take to complete an assessment. One unit is equal to one hour of work, and ten units of work are required daily. Due to the resignation of one employee, that employee's workload was divided among all remaining qualified employees. The Assessor also requested and was given permission to award a temporary appraiser certification to a current employee so that person could help with the workload. Employees differed in their opinion as to whether the workload was reasonable or unreasonable, again depending upon which side of the political fence the employee was on.

The Assessor stated that closing the 2015 tax roll by the mandated deadline of June 30 would be close, but that the office would be able to do it. Many employees either disagreed with that statement, or said that the deadline could be met only at the expense of accuracy. This raises concerns about revenue due to the County, the Town of Mammoth Lakes, and all of the special districts in the County (school, fire, hospital, public utilities, etc.). All of those budgets count on revenue from the assessed value of taxable property within the County.

3. Unauthorized computer access. More than one employee stated that they witnessed the current Assessor accessing a former Assessor's computer. There is considerable computer security in the office, and all employees are required to learn IT protocol on the subject. The committee heard both affirmations and denials of the incident, depending upon whether those interviewed were political supporters or non-supporters of the Assessor. At least one person said they did not understand how that access could have occurred, given the security. The Assessor denies that there has been any unauthorized computer access under his leadership.
4. Mediation. The Assessor stated that he was responsible for initiating a mediation procedure to resolve office tensions, although the MCGJ suspected it was due to direction from the confidential County report. The mediation process is currently underway, and is expected to take six months. The MCGJ was told that the mediation facilitator openly acknowledged the office tensions. Although there are early suggestions that the mediation process will be useful, employees on both sides of the office rift are annoyed with the process, saying that it is time consuming and unnecessary.

## **FINDINGS**

- The MCGJ believes there is a clear picture of dysfunction within the Assessor's Office. The office appears to be divided into two "camps" of employees, with various and conflicting points of view among all involved.
- The MCGJ believes the current number of employees in the Assessor's office is too small to support the workload in a timely and accurate manner. In addition, the MCGJ believes that without expert and independent appraisers, the County, Town of Mammoth Lakes and all special districts will lose revenue in the assessment of large and difficult properties.
- In spite of repeated allegations that current and past Assessors illegally accessed other employee's computers, the MCGJ was unable to find hard evidence supporting the complaint.
- Members of the MCAO were told that the report from the County investigation would be released to them but that has not been done.

## RECOMMENDATIONS

- The MCGJ believes that the Mono County Board of Supervisors should more closely monitor the morale of the MCAO employees. In addition, the MCGJ believes that the already initiated mediation procedure is a potentially useful one that should be carried out to completion. It should be taken seriously, and honest efforts should be made by all parties for the sake of the office environment.
- The MCGJ believes that given the current state and past history of problems within the MCAO, the Mono County Board of Supervisors should appoint an independent party to oversee office personnel. The MCGJ feels this is necessary to insure that the timeliness and accuracy of the critical work of the Assessor's Office is not jeopardized.
- The MCGJ believes that additional appraiser staff, including experienced appraisers with knowledge of large and difficult county properties, should be hired to insure that the mission of the Assessor's Office is carried out in a timely and accurate manner.
- The MCGJ believes the County investigation report should be released to the staff. If this report cannot be released for intractable legal reasons, a legally defensible general summary, findings and recommendations should be made available. If that is not possible, involved employees should receive a written explanation detailing the reasons for the non-release, and any further recourse they may have.

Pursuant to Penal Code section 933.05, the Grand Jury requests responses from:

The Mono County Board of Supervisors, findings and recommendations 1-4

Assessor Barry Beck, findings and recommendations 1-4



**Office of the Assessor  
COUNTY OF MONO**

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P.O. BOX 456, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5510 FAX (760) 932-5511

**Barry Beck  
Assessor**

September 9, 2015

Honorable Judge Stan Eller  
Presiding Judge, Mono County Superior Court  
100 Thompson Way  
Post Office Box 1037  
Mammoth Lakes, California 93546

Re: Assessor's response to the Mono County Grand Jury 2014-2015 Report, Case Number 05

Dear Judge Eller:

Please find below the Assessor's response to Mono County Grand Jury 2014-2015 Report, Case Number 05, and the various findings and recommendations.

Finding One:

The Assessor strongly disagrees with the finding that there "is a clear picture of dysfunction within the Assessor's Office." Admittedly there are personnel issues which predate the term of the current assessor, and some of these issues may have been magnified by events surrounding the 2014 election, but overall the Assessor's Office is running at an increased capacity as evidenced by the results of the 2015 roll close. These results will be discussed in more detail in response to Finding Two.

Finding Two:

The Assessor strongly disagrees that "...the current number of employees in the Assessor's Office is too small to support the workload in a timely and accurate manner" and that "...without expert and independent appraisers, the County, Town of Mammoth Lakes and all special districts will lose revenue in the assessment of large and difficult properties."

The culmination of the year's work for the Assessor's Office is the close or turnover of the assessment roll. The close of the 2015 assessment roll was completed 10 days prior to the deadline, and was, for the first time in memory, 100% complete.

In addition, the staff added 900+ mining claims to the assessment roll (the mining claims have not been assessed in the past, but are required to be assessed as they are not exempt), participated in e-file for our Business Property Statements (this is the 1<sup>st</sup> year we have used this system, and our participation rate was over 42%, which is an excellent first year percentage of participation), resolved 135 assessment appeals (including a large number that dated all the way back to 2007), processed 36 Calamity Claims for the victims of the Round Fire, and as of today, have little to no backlog of transfers, value reviews, new construction, new maps, or other assessment work pending.

The Assessor acknowledges that in the past there has been a culture of low productivity and inefficient work practices, but we have made great strides in creating a new culture of efficiency and productivity through such measures as instituting productivity standards for the appraisal staff and adopting improved workflows.

In regard to "expert and independent appraisers", the Assessor's Office currently maintains a contract with an independent appraisal firm that specializes in ski area appraisal, a consultant that specializes in geothermal valuation (for the appeals involving Ormat), and an attorney whose specialty is property tax matters (and as a statement to his expertise, recently prevailed over Chevron in an assessment matter for the Kern County Assessor's Office).

The County, Town of Mammoth Lakes, and the various special districts (including the school districts) are well represented in the appraisal of "...large and difficult properties" both through these outside experts, and from the knowledge and expertise of the current staff.

### Finding Three:

There were "...allegations that current and past assessors illegally accessed other employee's computers". The only 'finding' that can be surmised from Finding Three is that there is no evidence to support the claim, and the Assessor agrees that the evidence is nonexistent. The current assessor has not accessed the computers of any current employees, or any past employees other than to preserve/access institutional memory/knowledge/information.

The Assessor acknowledges that past assessors may have accessed employee email on employee issued computers, but this practice has not been exercised by the current assessor.

#### Finding Four:

“Members of the Mono County Assessor’s Office were told that the report from the County investigation would be released to them but that has not been done.” The Assessor disagrees with this finding. The Assessor is not aware of any such promise made, and in fact the Assessor has not seen the report either, nor was it ever communicated to the Assessor that the report would be made available to the Assessor or the Assessor’s staff.

#### Recommendation One:

The Assessor endorses the recommendation that the Mono County Board of Supervisors more closely monitor morale of the Assessor’s staff. However, that decision lies with the Board of Supervisors as the Assessor has no authority to compel the Supervisors to follow this recommendation. Overall, the morale is much improved now that all employees are held to the same standards and expectations, and we would welcome increased interaction between the Mono County Supervisors and the Assessor’s Office staff.

The mediation process continues, and is already producing tangible results. The expectation is that as the process continues, those that have been slower to adapt to the changes that were made to increase our efficiency and productivity will continue to evolve and adapt into a cohesive, efficient, and productive staff.

#### Recommendation Two:

Recommendation Two (the portion thereof that relates directly to the Assessor) will not be implemented as it is not warranted or reasonable. The Assessor acknowledges the “...past history of problems...”, and has taken steps to ensure that these problems do not persist into the future. The mitigation steps include, but are not limited to the following: Mediation, executive coaching, significant improvements to efficiency and productivity, and fair and consistent standards.

As to the “...timeliness and accuracy of the critical work of the Assessor’s Office...”, we are under the scrutiny of the California State Board of Equalization, who, incidentally, will be in the Mono County Assessor’s Office for 4 weeks in September and October for a survey of our workload, accuracy,

methods, procedures, staffing, and compliance of laws, statutes, mandates, and the Revenue and Taxation Code.

We are confident that the Board of Equalization report will verify the professionalism, compliance, and accuracy of our recently completed roll turnover, and of our work going forward. This survey is not in response to any particular event; every assessor's office in California is subject to a survey/audit every 5 years. 2015 is our regularly scheduled survey/audit year.

#### Recommendation Three:

The recommendation has not yet been implemented, but likely will be in the future. The Assessor has an Assistant Assessor position funded in the approved budget. The Assessor is waiting for Mono County to hire a Human Resources Director to help with the recruitment of the Assistant Assessor position. It seems likely that the Human Resources Director will be hired in the next 6 months, at which time the final decision can be made as to whether to proceed with the recruitment and hiring of an Assistant Assessor.

#### Recommendation Four:

Recommendation Four is beyond the scope of duty and authority of the Mono County Assessor. Therefore, the Assessor is not in a position to either implement or not implement the recommendation.