



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 November 15, 2016

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. 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.

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 October 4, 2016.

B. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on October 11, 2016.

3. RECOGNITIONS

A. Resolution of Appreciation for Rick LaBorde

Departments: Board of Supervisors

Resolution of appreciation for Rick LaBorde's service with the Inyo National Forest.

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. Ordinance Authorizing Biweekly Pay Periods

Departments: CAO, Finance, Human Resources

Proposed ordinance authorizing biweekly pay periods.

Recommended Action: Adopt proposed ordinance.

Fiscal Impact: Minimal impact from changing to bi-weekly pay periods.

B. Amendment to MOUs with Deputy Sheriff's Association and Sheriff's Management Association to Allow for Bi Weekly Pay Periods

Departments: Finance, CAO

Proposed resolution adopting and approving third amendment to the 2014-2016 Memorandum of Understanding between the County and the Mono County Sheriffs' Officers Association (AKA the Deputy Sheriffs' Association).

Recommended Action: Adopt proposed resolution #R16-____, adopting and approving third amendment to the 2014-2016 Memorandum of Understanding between the County and the Mono County Sheriffs' Officers Association (AKA the Deputy Sheriffs' Association) to allow for bi-weekly pay periods and approving the first amendment to the 2015-2018 MOU between the County of Mono and the Mono County Sheriff's Management Association to allow for bi-weekly pay periods. Provide any desired direction to staff.

Fiscal Impact: Minimal impact from changing to bi-weekly pay periods.

C. Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 9/30/2016

Recommended Action: Approve the Treasury Transaction Report for the month ending 9/30/2016

D. Resolution Increasing the Rate of Pay for Position of District Attorney

Departments: District Attorney

Proposed resolution changing salary range for elected position of District Attorney.

Recommended Action: Approve Resolution #R16-____, Amending the rate of pay for the position of the District Attorney, in order to provide parity and salary structure to the Office of the District Attorney. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Approximate annual impact to the general fund is \$5,748 for salary and \$1,800 for benefits for a combined total cost of \$7,548.

E. Resolution Amending Employment Agreement with Brad Braaten

Departments: District Attorney

Proposed resolution amending employment agreement with Brad Braaten to increase the rate of pay to provide parity with other professional class attorneys employed by the County.

Recommended Action: Approve Resolution #R16-____, Amending the employment agreement with Brad Braaten, to increase the rate of pay to provide parity with other professional class attorneys employed by the County. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Approximate annual impact to the general fund is \$5,460 for salary and \$1,710 for benefits for a combined total cost of \$7,170.

F. Resolution Amending Employment Agreement with David Anderson

Departments: District Attorney

Proposed resolution amending employment agreement with David Anderson to increase the rate of pay to provide parity with other professional class attorneys employed by the County.

Recommended Action: Approve Resolution #R16-____, Amending the employment agreement with David Anderson, to increase the rate of pay to provide parity with other professional class attorneys employed by the County. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Approximate annual impact to the general fund is \$8,628 for salary and \$2,701 for benefits for a combined total cost of \$10,329.

G. Resolution and Employment Agreement for Frank Smith

Departments: Human Resources

Proposed resolution approving a contract with Frank Smith as Chief Investigator, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R16-____, approving a contract with Frank Smith as Chief Investigator 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: Cost for remainder of FY 16-17 is: Salary of \$71,681, Benefits of \$27,920, and PERS contribution of \$17,103

H. Probation Agreement for Services for Juvenile Detention

Departments: Probation

Proposed contract with El Dorado County pertaining to juvenile detention, including use of El Dorado County juvenile detention facilities to house long-term juvenile detainees.

Recommended Action: Approve County's entry into proposed contract and authorize Chair of the Board of Supervisors to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: No fiscal impact on the General Fund. Detention of youth is funded under the Youthful Offender Block Grant (YOBG) which Mono County Probation receives each year.

8. CORRESPONDENCE RECEIVED - NONE

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

9. REGULAR AGENDA - MORNING

A. Moody's Assigns an Initial Aa3 Issuer Rating to Mono County, CA

Departments: Finance

15 minutes (5 minute presentation; 10 minute discussion)

(Janet Dutcher) - Moody's Investor Report assigning an initial Aa3 Issuer Rating to Mono County, CA.

Recommended Action: Receive Moody's Investor Report assigning an initial Aa3 Issuer Rating to Mono County, CA, discuss the County's credit strengths, challenges and rating outlook and provide any desired direction to staff.

Fiscal Impact: No immediate fiscal impact. An issuer rating of Aa3 enhances Mono County's ability to obtain debt with competitive terms.

B. Location Change for Mammoth Board Meeting

Departments: CAO

10 minutes (2 minute presentation; 8 minute discussion)

(Leslie Chapman) - Proposed location change for the third Board meeting of each month from the Sierra Center Mall in Mammoth to the Town Council chambers.

Recommended Action: Authorize staff to seek approval from the Town Council, Town of Mammoth Lakes, to use the Town Council Chamber for the Mammoth Board meeting for the third Tuesday of each month on a permanent basis.

Fiscal Impact: None at this time; however, staff time will be required to move equipment and a County Seal will need to be added to or substituted for the Town Seal on Board meeting days at minimal cost to the County.

C. Resolution Amending Personnel Rules to Provide for Biweekly Pay Periods

Departments: CAO, Finance, Human Resources

10 minutes (5 minute presentation; 5 minute discussion)

(Leslie Chapman, Janet Dutcher, Dave Butters) - Proposed resolution amending sections 090 and 240 of the Mono County Personnel Rules to provide for biweekly pay periods and making corresponding adjustments to the timing of step increases.

Recommended Action: Adopt proposed resolution #R16-____. Provide any desired direction to staff.

Fiscal Impact: There is minimal impact from changing to bi-weekly pay periods.

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

B. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: California Department of Resources Recycling and Recovery (CalRecycle) and Local Enforcement Agency (LEA) investigation of apparent illegal dumping at or near Paradise Camp dump site.

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Names of cases: United States of America, *et al.* v. Walker River Irrigation District, *et al.* (Two appeals in subdivision "B" of underlying action, generally regarding additional water rights asserted by United States and Walker River Paiute Tribe.)

D. Closed Session - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Sierra Center Mall, Mammoth Lakes. Agency negotiators: Leslie Chapman, Janet Dutcher, Tony Dublino, Stacey Simon. Negotiating parties: Mono County and Highmark Mammoth Investments, LLC. Under negotiation: Price and terms of payment.

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 15, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on October 4, 2016.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@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

[Draft Minutes](#)

History

Time	Who	Approval
11/8/2016 6:15 AM	County Administrative Office	Yes
11/8/2016 9:08 AM	County Counsel	Yes
11/8/2016 11:00 AM	Finance	Yes



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

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

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

**Regular Meeting
October 4, 2016**

Flash Drive	#
Minute Orders	M16-204 to M16-210
Resolutions	R16-72 not used
Ordinance	ORD16-09 not used

9:00 AM Meeting Called to Order by Chairman Stump.

*Supervisors Present: Alpers, Corless, Fesko, Johnston, and Stump.
Supervisors Absent: None.*

*Break: 10:15 a.m.
Reconvene: 10:25 a.m.
Break: 11:50 a.m.
Reconvene: 12:00 p.m.
Closed Session: 12:45 p.m.
Reconvene:
Back to Closed Session: 3:23 p.m.
Adjourn: 4:01 p.m.*

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

Pledge of Allegiance led by Chairman Stump.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

Mike Curti, Antelope Valley FD Chief:

- Read from a reply by Kevin Shea to the opinion letter on the correspondence agenda.
- Also, as Fire chief of AVFPD, ICEMA is requiring all medics to do reporting; double reporting. AVFPD is volunteer, the extra hour of paperwork required will make it so his volunteers will not be willing to go on medical calls. Asking for the Board's help in this new requirement from ICEMA.
- **Leslie Chapman:** response to this issue: ICEMA issued a 15 day comment period to change three sections. Through the County EMS program and MLFD, we have drafted a letter asking for an extension on the comment period, also incorporating comments from MLFD, very similar to Chief Curti's concerns. Big issue and problem for all of our small, volunteer Fire Departments.
- **Stacey Simon:** Will put an item re: possible legal action on next week's agenda.

Rich Boccia, Mammoth Lakes Recreation:

- On behalf of Mammoth Lakes Recreation, we appreciate the budget item for county trail development, perhaps they can make a presentation to the Board in the future.
- Mammoth Lakes Rotary, all invited to attend Veterans Day celebration on November 11. Requested Chairman Stump to make some opening comments.

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Approve Minutes of the Regular Meeting held on September 13, 2016, as corrected.

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

M16-204

Supervisor Johnston:

- On page 5, under Wendy Sugimura's comment, it should read "all lakes and creeks we requested have been removed"

Supervisor Stump:

- On page 10 under his comment, it should say "Welcomed Paul Rudder and Drew Hild to come to address this new information".

B. Board Minutes

Departments: Clerk of the Board

Approve Minutes of the Regular Meeting held on September 20, 2016, as corrected.

Fesko moved; Alpers seconded

Vote: 4 yes; 0 no; 1 abstain: Corless

M16-205

Supervisor Alpers:

- On page 3 in his Board report, 4th bullet point, the proper spelling is "Harry Blackburn".

3. RECOGNITIONS

A. Domestic Violence Awareness Month

Departments: Clerk of the Board

Note:

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(Susi Bains, Wild Iris Director) - Proclamation designating October 2016 as Domestic Violence Awareness Month.

Action: Approve Proclamation designating October 2016 as Domestic Violence Awareness Month.

Fesko moved; Corless seconded

Vote: 5 yes; 0 no

M16-206

Susi Bains:

- Gave a general overview of Wild Iris services, how this organization is able to serve the community. Asking the community to get involved, get educated. They offer training and education classes. Urges being a voice for others.
- 300+ calls per year, but numbers are actually down from previous years, not sure if that's directly related to the economy. Tough to predict.

Supervisor Stump:

- Presented the Proclamation certificate to Wild Iris and Susi Bains.

B. Resolution of Appreciation for Ed Parkinson, Sr.

Departments: Clerk of the Board

A Resolution of Appreciation recognizing Ed Parkinson, Sr, a resident of Benton.

Action: Approve Resolution of Appreciation recognizing Ed Parkinson, Sr.

Stump moved; Johnston seconded

Vote: 5 yes; 0 no

M16-207

Supervisor Stump:

- Wanted to point out that Mr. Parkinson, Sr donated the land the Benton Community Center is built on. He will be presenting this resolution to Mr. Parkinson, Sr on Saturday at his 95th birthday party.

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- 9/28, 29 & 30 - Attended the RCRC 2016 Annual Meeting/Board of Directors meeting held at the Resort at Squaw Creek. Panel discussions and panelists at the conference included:
- Countdown to November! Unpacking the Current Political Landscape Gary Dietrich - Political Analyst & President of Citizens Voice Rob Stutzman - Political Consultant & President, Stutzman Public Affairs
- There's an App for That: The Impacts of the Internet on California's Rural Economy Lauren Kimzey - State & Local Gov't. Affairs Manager, Internet Association Devin Whitney - Senior Manager, State Government Relations, PayPal Lucas Puente - Economist, Thumbtack
- An Insider's Perspective on the U.S. Supreme Court Marcie Coyle - Chief Washington Correspondent, THE NATIONAL LAW JOURNAL
- Emerging from the Shadows: Regulating the Medical Marijuana Industry Lori Ajax - Chief, Bureau of Medical Cannabis Regulation Jim Houston - California Dept. of Food and Ag.
- Drones: Balancing Benefits and Challenges Nicole Witt - Attorney, Hanson Bridgett, LLP Gregory McNeal, JD/PhD - Professor of Law and Public Policy at Pepperdine Univ. and Co-Founder, AirMaps Keith Coleman - Chief Strategy Officer, Tesla Foundation
- Navigating Life Post Foster Care
- Richard Knecht - Children's System of Care, Client Services Director, Placer County Serita Cox - Co-Founder and Executive Director, iFoster

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- Too Much at Once? Criminal Justice Reform in California The Honorable Brian McCabe - Merced County Superior Court Judge The Honorable Kory Honea - Butte County Sheriff Magnus Lofstrom - Senior Fellow, Public Policy Institute of California
- Rebuilding the American Dream: The Changing Focus of Housing Needs Dave Cogdill - President & CEO, California Building Industry Assoc.
- Lisa Bates - Deputy Director, Division of Housing Policy Development, Calif. Dept. of Housing and Community Development
- Please refer to program brochure for discussion direction. Information on the panel discussions will appear on the RCRC website soon.
- RCRC Dinner and Basket Raffle/Auction - This year's Chair, Glenn County Supervisor John Viegas, selected 3 local charities to receive the proceeds of the 2016 Basket Raffle and Auction, spreading the donation across Glenn County resource providers including the Westside Domestic Violence Shelter, the Willows Food Bank, and the Orland Pantry. Last year's raffle/auction (2015) raised \$25,000. This year's event netted \$41,400! A unique and spectacular horse sculpture from Humboldt County, constructed from used mechanics tools, was the top Auction item going for \$10,000. I am proud to announce that Mono County prepared and offered the leading county Basket at auction for \$3250! I would like to thank the following individuals and businesses for their contributions to Mono County's winning Basket:
- Dr. Don and Tracey Harrell - Mammoth Hospital -Convict Lake Resort and Restaurant - Mammoth Resorts -Double Eagle Resort and Spa -Ernie's Tackle Shop -Mono Lake Committee -June Lake Brewery -Alpers Trout LLC -Mono County
- RCRC Board of Directors Meeting - 9/30
- The two government affairs items that engendered extended discussion were Prop. 57 - "Governor's Criminal Justice Initiative" and Proposition 64 - "Marijuana-Use Initiative". Prop. 57 would allow certain nonviolent felons to seek early parole and give juvenile court judges an increased role in trying juveniles in adult courts. Prop. 64 would legalize marijuana use beyond medicinal activities in California. All relationships and participatory activities considered, RCRC staff, headed by Paul Smith, recommended adopting a "NO POSITION" on these to measures. After vigorous discussion, the Board of Directors adopted, on split votes, the Staff recommendations. RCRC Staff has prepared an Executive Summary of the Board of Directors meeting that will be distributed by Helen Nunn.

Supervisor Corless:

- Spent time while on vacation seeing and discussing how different places approach issues that face our county, including wildlife management and transient rentals.
- 9/14 Tom Steyer Meeting: met with Steyer and NextGen Climate staff member Katelyn Hailey. Steyer, founder of NextGen Climate and possibly candidate for governor was interested in learning more about Eastern Sierra issues, including impacts of climate change, housing, income inequality.
- 9/15 Town County Liaison Items: animal control—requested this item on the agenda to gauge town's interest in possibly contracting with county or addressing issue, and the answer was no, it is not a current priority, according to Dan Holler, unless council gives direction. Board/Council joint meeting November 15 or 16, agendas items include Mammoth facilities planning.
- Participated in Lakes Basin Cleanup on Sept 17, thanks to Friends of the Inyo, Mammoth Lakes Recreation, Mammoth Lakes Chamber for organizing and sponsoring.
- Coming up: Fire Safe Council meeting Oct. 11, still looking for participants and so I will forward the agenda to Helen to share with the board to get the word out to Mammoth constituents. Will be hearing a presentation from Inyo National Forest regarding an upcoming fuels reduction project in the Lakes Basin.

Supervisor Fesko:

- Tuesday September 20th – Attended a Supervisorial debate in Mammoth. Interesting questions especially the one regarding if the County would give up some of the property tax money to the Town.
- Thursday September 22nd – My wife and I had the honor and privilege to attend the Mount

Note:

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Warfare Training Center's 65th anniversary. The current commanding officer, Col. James Donnellan spoke about their mission at the base. Retired Major General Steele recounted some of his stories from years ago, quite an interesting gentleman. We toured a new library with hundreds of books donated by Major General Steele. It is always a great time to see this base in operations.

- We left the base and headed out of town as my wife and I share anniversary dates with MWTC. We had a great night away celebrating 26 years of marriage.
- Saturday September 24th – Had the honor to celebrate a friend's 84th birthday, Happy Birthday to Edith Maxey of Topaz.
- Tuesday September 27th – I meet with Brett Emery regarding the wood thinning that he is doing up in Swagger Creek area. I went up to see first-hand the fuels reduction he is doing under permits by CalFire, Fish and Wildlife and Lahontan. I be speaking with Planning in the near future on this matter.
- Saturday October 1st – A county employee who worked in the Walker Social Services office unexpectedly passed away. Deborah (Debbie) Mayorga passed away from an apparent heart attack in the early hours on Saturday. Her two year old grandson was with her at the time. A special thanks to the Antelope Valley Fire Department and Mono County Paramedics for their quick response. Luckily the Fire Department has a new female firefighter who was able to comfort the grandson while our Paramedics and Fire Fighters worked diligently to save Deborah. Our sympathy goes out to her remaining family. Deborah was only in her early 50's, way too young to pass on.
- I would ask that we adjourn today's meeting in memory of Deborah Mayorga.
- Monday October 3rd - Attended the LTC in Mammoth. Thanks to Commissioner Stump for running the meeting as I was video conferencing into the meeting.
- Update on Hwy 108 Truck Restriction. I spoke with Tom Hallenbeck. He assured me he would find the paperwork and sign quickly.

Supervisor Johnston:

- Attended the IMACA meeting in Bishop. They continue to conduct many community benefits including fuel wood distribution from recent fire safe harvest areas in the Town area.
- Attended the Local Transportation Commission meeting. Items included several items as follows: Unexpectedly, the Freeman Gulch phase I is likely to be funded and constructed next year. The State California Transportation Commission will be meeting in Mammoth Lakes next September 13th and 14th. The Hwy 108 truck prohibition is at CALTRANS headquarters awaiting signature. The state legislature will be in special session through November to try and resolve transportation funding. There was also an update on the Red Meadow road rehabilitation efforts being led by the Town of Mammoth Lakes.
- Attended the Mammoth Lakes Housing meeting. We are still preparing for the joint meeting with the Town on October 19th. Also, we are getting feedback on the struggle people are having finding housing. The potential EFID was also brought up in relation to how that might affect housing opportunities.

Supervisor Stump:

- 9-27 - Attended the CSA 1 meeting, they are continuing to work on community improvement projects
- 9-29 - Attended the Southern Mono Hospital District Community Health Needs Priority; Access to care Implementation Team Meeting : Focused on simple steps such as combining health screenings with Flu Shot clinics
- 10-3 - Attended Local Transportation Commission.
- 10-3 - Attended Eastern Sierra Unified School District Community meeting in Benton - District is proposing to cut the Benton school back to K-3 next year. Currently K-5.

5. COUNTY ADMINISTRATIVE OFFICE

Note:

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Leslie Chapman:

- 9/11 – June Lake Jam fest volunteer. Mono Arts Council event benefits school programs.
- 9/12 – Met with Robin Roberts and staff to go over preliminary report on transitional housing that will be presented to your Board on October 18th.
- 9/13 & 14 – Free hearing tests in Mammoth and Bridgeport.
- 9/15 – Town/County Liaison meeting, discussed parking a fully-stocked emergency trailer at the airport for emergency preparedness. Also discussed the possibility of adding Animal Services back in the Town – found out this is low priority in the grand scheme of Town priorities.
- 9/19 – Clerk Musil hosted an elections meeting to discuss duties and logistics of the upcoming election. I will be picking up ballots at Crowley Lake and Mammoth.
- 9/22 – South County building committee met to discuss next steps which include meeting with our current landlords and meeting with the Town to discuss joint occupancy arrangements.
- Arranged SCE field trip to look at power poles in the Mono Basin. Also arranged for SCE to be at the Mono Basin RPAC meeting on Wednesday, October 12th at 7:00pm
- 9/26 – Janet Dutcher and I met with HDL to discuss getting services they provide including sales tax, tot and property tax data reporting and projections.
- 9/27 – Met with Finance and representative from Moody's to discuss data that was provided by finance and answer questions relevant to our upcoming bond rating
- 9/28 – Jay Sloan hosted training, "Supervisor Training, Building Skills for Success"
- 9/29 – Jay Sloan hosted training, "Power of Team"
- 9/28 & 29 – RCRC Conference where I attended presentations on the political landscape, the impacts of the internet on the economy, Supreme Court status, Drone legislation, regulating the marijuana industry, foster care and criminal justice reform.
- 10/3 – Met with SCM landlord to begin discussions of potential future lease arrangement
- Met with local citizen to hear recommendations for EMS sustainability and improvements.

6. **DEPARTMENT/COMMISSION REPORTS**

No one spoke.

7. **CONSENT AGENDA - NONE**

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

8. **CORRESPONDENCE RECEIVED**

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

A. Opinion Letter re: Wildlife Services (a subdivision of the Dept of Agriculture)
Predator Control Program

Opinion letter from the New York Times regarding Wildlife Services' predator control program submitted by Supervisor Larry Johnston.

Supervisor Johnston:

- The point of the letter regarding wildlife services is that they need to do better scientific studies regarding this. He read this in the newspaper.

Supervisor Alpers:

- Interesting and informative, but this is not correspondence. Feels that correspondence

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should only be correspondence, there should be protocol. Include informational items?

Stacey Simon:

- A Board member cannot forward information directly to other members. Correspondence typically is not an action item, but since it is on the agenda, it may be discussed.

Supervisor Corless:

- Feels this should be a future agenda item.

Supervisor Fesko:

- He has a lot of agriculture in his district, did some research on the article and wildlife services.

9. REGULAR AGENDA - MORNING

A. Ormat Presentation Regarding Local Geothermal Development

Departments: Board of Supervisors

(Mark Hanneman, Janice Lopeman and Steve Henricksen) - Presentation by Ormat regarding local geothermal development (requested by Chairman Stump)

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

Steve Henricksen:

- Introduced his team: Janice Lopeman and Rahm Orenstein. Went through the power point and answered general questions from the Board; please see the video of this meeting and the additional documents link on the website.

B. Long Valley Hydrological Advisory Committee Report

Departments: Community Development

(Nick Criss) - Presentation by Nick Criss updating the Board of Supervisors on the August 10, 2016 Long Valley Hydrological Advisory Committee meeting.

Action: Receive update; and provide any desired direction to staff.

Nick Criss:

- Reviewed the LVHAC minutes from the meeting of August 10, 2016.
- Since he has been Chair, the HAC has not taken any formal action with regard to findings over the years.
- Reiterated the HAC is an advisory committee, not regulatory. They take information from ORMAT and others into consideration but only give advice.

Supervisor Stump:

- Does the HAC discuss their role or authority? HAC is not a regulatory committee. If the HAC recommends something, Mono Co has to enforce.
- Isn't the BLM going to rely on the LVHAC recommendation?

Stacey Simon:

- BLM is not bound to do what the HAC recommends.
- Legal point; this is not a County entity. Any agency can disregard the advice from the HAC.

Supervisor Corless:

- Beyond the minutes, are there records of the HAC findings over the years?

Supervisor Johnston:

- Takes issue with the idea of a secret committee. Feels the groundwater is the public's resource, and should not be decided on in private. Takes issue with a former employee of the state now overseeing the project she worked on previously.

Note:

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Stacey Simon:

- Question regarding the reimbursement for county and staff time.

Scott Burns:

- Working toward more reimbursement for staff time from ORMAT.

C. SCE Grant Easement Request

Departments: Public Works - Road

(Jeff Walters) - Southern California Edison (SCE) is requesting a grant of easement to install approximately 25 feet of new underground conduit to two existing utility poles along a county owned dirt road near the Mill Creek Powerhouse.

Action: Authorize the Public Works Director, in consultation with County Counsel, to sign the easement request paperwork. Provide any desired direction to staff.

Alpers moved; Fesko seconded

Vote: 5 yes; 0 no

M16-208

Jeff Walters:

- His concern is if this is a county maintained road. It's a dirt road that follows the power line. This is not a county maintained road. He does not see any further impacts the road itself or for anyone using the road. Is on county owned land, but not a maintained road.

D. Appointment to Assessment Appeals Board

Departments: Clerk of the Board of Supervisors

(Bob Musil) - Discussion and possible appointment of Jeff Mills as an alternate member of the Assessment Appeals Board.

Action: Consider and potentially appoint Jeff Mills to serve as an alternate member of the Assessment Appeals Board; provide any desired direction to staff.

Fesko moved; Alpers seconded

Vote: 4 yes; 1 no; Johnston

M16-209

Bob Musil:

- Back to department reports briefly, his office is on schedule with election activities, resolving last things with IT, sample ballots mailed from our printer, voter information guides from the State. Our ballots were extensively proofed by 3 employees and he is confident of their accuracy. Our vote by mail ballots will be going to the post office next Tuesday.
- The Assessment Appeals Board normally has 3 members and 1 alternative that hear assessment appeals hearings on real and personal property. Our last alternate member, John Gallagher, resigned earlier this year and we need an alternative because we have a case scheduled for October 26-27 that one member has recused herself from. 2 year time limit for this hearing to be heard.

Supervisor Johnston:

- Takes issue with a county employee making decisions that affect the county tax rolls, in turn affecting his own salary.

Stacey Simon:

- She has looked into this, and there is no prohibition from him being on the appeals board.
- Confirmed the remoteness of the tax roll affecting his personal paycheck; not a legal issue.

E. Planning Commission Meeting Schedule Change

Note:

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

Departments: Community Development

(Scott Burns) - Consider changing planning commission regular meeting time from the second Thursday to the third Thursday of each month.

Action: 1. Introduce, read title, and waive further reading of proposed ordinance amending section 2.36.040 A of the Mono County Code, pertaining to regular meetings of the planning commission; and 2. Provide any desired direction to staff.

Alpers moved; Johnston seconded

Vote: 5 yes; 0 no

M16-210

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

No one spoke.

11. **CLOSED SESSION**

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

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

B. **Closed Session - Initiation of Litigation**

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

C. **Closed Session - Performance Evaluation - CAO**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: CAO.

REPORT OUT OF CLOSED SESSION:

- A. Nothing to report
- B. Approval was given to legal counsel to intervene in litigation. The action, the defendants and other particulars shall, once intervention is formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the County's ability to effectuate service of process on one or more unserved parties or the County's ability to conclude existing settlement negotiations to its advantage." 5-0 vote.
- C. Nothing to report. This item has been extended and will be revisited after the conclusion of the

Note:

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

regular afternoon agenda.

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

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

13. REGULAR AGENDA - AFTERNOON

A. Transient Rental Neighborhood Designation Process

Departments: Community Development and Board of Supervisors

(Supervisor Johnston, Nick Criss) - Supervisor Johnston's Transient Rental Designation Process Proposal

Action: Direct that Supervisors Johnston's proposal be presented to and considered by the Planning Commission and Board of Supervisors during upcoming public hearings on the matter; and provide any desired direction to staff.

For the full discussion on this item, please refer to the video on the website.
http://monocounty.granicus.com/MediaPlayer.php?view_id=1&clip_id=127

Scott Burns:

- This is to update the Board on where they are within the process.

Nick Criss:

- Overview of the staff report, general overview of why this item is before the Board today.

Supervisor Stump:

- Crowley/Swall/Paradise community meeting has been cancelled due to Supervisor Johnston's bringing this item to the Board now.

Supervisor Johnston:

- Gave an outline of his proposal, focuses on the idea that some zone changes in some areas would be acceptable, if those areas are agreeable. Does not think every area within the County is an acceptable location for transient rentals.

Supervisor Alpers:

- Feels many of these ideas are already being incorporated into the process. Feels his proposal could be meshed into the existing track, rather than starting over.

Public Comment:

Charlie Burdette/Dorothy Burdette:

- In support of this alternative approach. Will give handout.

Scott Burns:

- General overview of where his department is in the process, his staff shortage, how his department came to the current state of the proposal; refining the package with Supervisor Johnston's comments. The proposal would still need to go to the RPAC and the public. No decisions were going to be made today.

Note:

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

- This may end up being an adjustment to the general area plan that was recently adopted.

Supervisor Johnston:

- Needs to be a process that gets us where we want to be; where do we want to allow transient rentals? And others where it's not appropriate. Trying to stave off a measure Z, we need to do something clean and succinct now.

Supervisor Fesko:

- Second home owners have just as many rights as residents, it's trying to find the balance.

Supervisor Stump:

- Agrees with Supervisor Fesko, this should be limited to SFR areas. Has 4 communities w/o RPACs by choice. Individual homeowners have property rights. He is inclined to disallow all transient rentals in June Lake except for existing ones. Compared the fee to an expectation of a service. Wants to see it simplified. Prefer to have it apply to SFR areas only.

Board direction was given to Scott Burns to take concept and integrate into Planning's proposal, with clarifications today, focus on June Lake.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

ADJOURN in memory of Deborah Mayorga at 4:01 p.m.

ATTEST

FRED STUMP
CHAIRMAN OF THE BOARD

HELEN NUNN
SR. DEPUTY CLERK OF THE BOARD



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 15, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on October 11, 2016.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@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:

<p>Click to download</p> <p> Draft Minutes</p>
--

History

Time	Who	Approval
11/9/2016 9:45 AM	County Administrative Office	Yes
11/8/2016 4:59 PM	County Counsel	Yes
11/8/2016 11:00 AM	Finance	Yes



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

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

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

**Regular Meeting
October 11, 2016**

Flash Drive	#
Minute Orders	M16-211 to M16-214
Resolutions	R16-72
Ordinance	ORD16-09

9:03 AM Meeting Called to Order by Chairman Stump.

*Supervisors Present: Alpers, Corless, Fesko, Johnston, and Stump.
Supervisors Absent: None.*

*Break: 9:18 a.m.
Reconvene: 9:23 a.m.
Closed Session: 10:10 a.m.
Reconvene: 12:06 p.m.
Adjourn: 12:08 p.m.*

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

Pledge of Allegiance led by Angelle Nolan.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Ron:

- Starting to work on equine rescue plan with the Sheriff Department, excited to get this off the ground because of Swall Meadow fire. Will be bringing more on this to the Board in the future.

Note:

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

2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS - NONE

4. **BOARD MEMBER REPORTS**

Supervisor Alpers:

- 10/6 - Field trip with SCE staff regarding arcing on transmission line between Lundy power plant to Lee Vining. Supervisor Stump, Stacey Simon, Bartshe Miller (MBRPAC) and John Ijung (Mono City) attended along with SCE transmission and distribution staff. After 3 hours of discussion and touring, the bottom line is that help is needed by permitting agencies (USFA, BLM, CPUC and private landowners, etc.) to allow SCE to make necessary upgrades to prevent future problems. Also, professional help is needed to determine exactly why problems are occurring on this stretch of transmission line. SCE officials will be presenting their maintenance and upgrade plan to the MBRPAC on Wednesday, 10/12.

Supervisor Corless:

- Homicide in Mammoth early Sunday morning at Azimuth and Chateau Rds, very sad and disturbing news, my thoughts are with the victim's family, hoping for arrests/some resolution soon.
- Mammoth Lakes Broadband task force met last Friday. Council approved \$35,000 toward outreach/awareness and a public wifi project, hoping funding for broadband consortium will be approved later this month.
- Fire Safe Council tonight, 5pm
- Looking forward to staff training tomorrow morning in Lee Vining!
- Behavioral Health Advisory Board 10/17

Supervisor Fesko:

- Oct 6th – Met with District Ranger Jeremy Marshall to discuss future projects in Humboldt-Toiyabe. Discussion of Pinon removal and leaving stands of Pinon for Native Americans. Discussed Sage Grouse habitat projects.
- Oct 6th – Antelope Valley RPAC
 - Last month, the RPAC agreed to recruit a high school senior (like what was done 10 years ago) to be part of the RPAC and allow a “younger” viewpoint to be heard. This month, I received an application from Jordyn Pinochi, a senior and the school class president. This application will be coming forward to our Board soon.
 - The RPAC continues to talk about future plans for the Mountain Gate park area. Trails to the north, connecting to the town of Walker, and a trail up canyon along the river was agreed upon. The public was involved in the discussion and all input was heard, mulled over, and incorporated into the agreed upon idea.

Supervisor Johnston:

- Have sent a CSAC bulletin to Leslie Chapman for potential distribution; it summarizes legislation passed this year and what the governor signed into law. Also noted that the transportation special session of the legislature will continue through November. CSAC indicates there is hope that this session will result in a transportation funding option that can move forward this year. It ranges from about 3 billion to over 7 billion in funding.

Supervisor Stump:

- 10-5 : Met with the volunteer group that maintains part of Mt. Morrison Cemetery - They has two requests, First if some weed clean up could happen prior to Veterans Day so that flags could be placed on the graves of the several vets interred there without folks having to walk through weeds and, Second a status update on the long promised Ordinance regulating County Cemeteries - A 2016 draft is about finished.
- 10-6 : Attended the Mono Basin SCE Power line tour
- 10-7 : Had a one hour meeting with the owner of Peak/Valley Construction (building the Race

Note:

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

system in Crowley Lake) about construction status. Also requested that he spread the word about possible wireless opportunities for Hammil Valley, Long Valley, McGee Creek, the uncovered area between Crowley and Toms Place, Lee Vining and Coleville

- 10-7 : Attended Ed Parkinson's birthday party in Benton and presented the Board passed resolution - It was appreciated.

5. COUNTY ADMINISTRATIVE OFFICE

Leslie Chapman:

- Had an email conversation with Dan Holler for a joint meeting, set calendars for November 16th from 2-5, please email her with items for that agenda.
- Wednesday and Thursday, attended the California Broadband Commission, moving into more of a business model, very informative. Mammoth Fire Department also attended, interested in how to get broadband to the smaller fire districts.
- Will be gone Thurs - Mon, Dave Butters will be acting CAO.
- Training tomorrow called Drama in the Boardroom.
- Wednesday night at the RPAC meeting, SCE will be there to field questions.

6. DEPARTMENT/COMMISSION REPORTS

Bob Musil:

- General Election is 4 weeks from today. The Vote by Mail (VBM) ballots will all be at the post office today. Of the 6224 registered voters, 3586 will receive a VBM ballot so far. SB 450 was signed by Brown last month, allows smaller counties to go to all VBM with two voting centers. Pilot program, 12-15 counties that will be able to participate if they wish. Earliest Mono could opt in would be 2020. Will be watching the pilot counties to see if we wish to participate in the future.
- Cyber security in elections: the Secretary of State's office and IT have sent us information regarding hacks, we are confident that our statewide voter registration database is secure. Our machines we use here have a good deal of security in place to prevent hacking. Our elections computer is isolated from the State computer to prevent access from the internet.
- Deadline to register to vote is Oct 24th, deadline to request a VBM ballot is Nov 1. A ballot box is being delivered to community development so people can drop off their VBM ballots. One voting location at Mammoth Lakes High School will be utilized again this election.

Garrett Higerd:

- Stock Drive realignment project is complete today. There is still some potential for funding legislation to be passed after the election.

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 Policy Variance Request - Maintenance Worker at B Step

Departments: Public Works

An existing Road Maintenance Worker III vacancy in Benton resulted in several applicant interviews. The most qualified applicant has extensive equipment operation and road maintenance experience warranting hiring at a B Step.

Action: Approve variance of Mono County Personnel System, Section 080 - Salary

Note:

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

Upon Hire, policy to allow the Public Works Department to hire one qualified Maintenance Worker III Range 57, Step B.

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

M16-211

B. Letter to John Laird, CA Secretary of Natural Resources

Departments: CAO

Proposed letter to Secretary of Natural Resources asking him to correct the omission of Liberty Utilities from Senate Bill 1122

Action: Approve and authorize the Board Chair to sign a letter to Secretary Laird asking him to add Liberty Utilities/California Pacific Electric Co. as an Investor Owned Utility under SB 1122. The inclusion of Liberty Utilities/California Pacific Electric Co. in SB 1122 and related legislation would provide a better opportunity to pursue the benefits associated with a biomass-to-bioenergy facility including improved forest and watershed health, reduced risk due to catastrophic wildfire, and a stronger sustainable local economy.

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

M16-212

C. Planning Commission Meeting Schedule Change

Departments: Community Development

Adopt proposed ordinance amending section 2.36.040 A of the Mono County Code, pertaining to regular meetings of the planning commission. Provide any desired direction to staff.

Action: Adopt proposed ordinance amending section 2.36.040 A of the Mono County Code, pertaining to regular meetings of the planning commission.

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

ORD16-09

8. CORRESPONDENCE RECEIVED

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

A. Letter from Best Friends Animal Society re: AB1825, Vicious Dog Ord.

Departments: Clerk of the Board

Correspondence dated September 22, 2016 regarding AB 1825, redefining

Note:

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

California's definition of a "vicious dog".

Angelle Nolan:

- Went over the new recommended law, almost verbatim is the same verbiage as before. Doesn't see it will affect Mono County. The new law only excludes "all" pit bulls from the definition.

B. Letter from USDA re: Mammoth Lakes Basin Fuels Reduction Project

Departments: Clerk of the Board

Correspondence dated September 22, 2016 regarding the Mammoth Lakes Basin Fuels Reduction Project.

C. October 2016 Update from Inyo/Mono Agricultural Commissioner

Departments: Clerk of the Board

Monthly update from the Counties of Inyo and Mono Agricultural Commissioner's Office.

D. Letter to CalTrans re: ORD16-04; Sonora Pass

Departments: Clerk of the Board

Correspondence from Helene T. Frakes to the California State Transportation Agency regarding Mono County Ordinance 16-04, recommending the prohibition of vehicles and combination vehicles with an overall length greater than 38 feet kingpin-to-rear-axle on an easterly segment of State Route 108.

E. Letter to Inyo National Forest from LVPUD re: Special Use Permit

Departments: Clerk of the Board

Correspondence from the Lee Vining Public Utility District to Ed Armenta, Inyo National Forest, regarding additional information on Lee Vining Special Use Permit Proposal as requested by Supervisor Alpers.

Supervisor Alpers:

- Will be meeting with Paul McFarland and Jon Regelbrugge on PUD's application, will make sure all components are complied with in the reapplication. Will keep Board posted. PUD is supplying water to thousands of forest users.

Supervisor Johnston:

- Feels this is a well-crafted letter, tied the water supply in to the forest service very well.
- Perhaps should be brought up to the CPT?

9. REGULAR AGENDA - MORNING

A. MOUs with Bridgeport Indian Colony

Departments: Public Works, Animal Control

Note:

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

(Stacey Simon) - Proposed MOUs with Bridgeport Indian Colony pertaining to use of the Bridgeport Cemetery and utilization of Animal Control services by the Colony.

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

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

M16-213

Stacey Simon:

- County Counsel has been working for a while with the Tribe to get MOU in place to reflect our current state of affairs with regard to the cemetery and animal control. Both MOUs were approved by the Tribe back in May.

Angelle Nolan:

- The tribe is not requesting very much from us, occasionally they have had issues with aggressive dogs. Agreement allows Animal Control to go remove a dog at the cost of the owner. This is not for patrolling or licensing, only for assistance in the case of needing to control a problem animal.

Peter Chapman:

- The Indian colony has their own section within the county cemetery that they maintain. This allows them to continue to maintain and manage their own section, we have asked them to maintain records similar to ours for record keeping purposes.
- Wants to bring a workshop to the Board in the future.

B. Information Technology Restructure and Allocation List Changes

Departments: Information Technology; Human Resources

(Nate Greenberg) - The structure and position titles for the 11 member IT Department has remained unchanged since it was incepted in 2000 and no longer supports the current needs of the department. The proposed restructure addresses allocated positions (addressing position titles, job descriptions, and career pathways), and overall department structure (moving from a flat organization to three business focused divisions).

Action: Approve proposed restructure of the Information Technology Department by adopting proposed resolution Authorizing the County Administrative Officer to amend the County List of Allocated Positions to add a Communications Manager, Two System Administrators, Four IT Specialist I/II/III, a GIS Specialist III, and a Cadastral Analyst and remove a Cadastral Mapper, GIS Specialist I, IT Specialist I, IT Specialist II, and IT Specialist III in the Information Technology Department.

Corless moved; Johnston seconded

Vote: 5 yes; 0 no

R16-72

Nate Greenberg:

- Special thanks to Leslie Chapman, Janet Dutcher, Stacey Simon, and Dave Butters for all their help.
- Looked at many other counties' job descriptions and structures of depts, several positions have either been vacated or will be vacated soon, hopes to fill some positions soon.

Supervisor Fesko:

Note:

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

- Thinks some of the security officer funding should also come from Town of Mammoth Lakes and Transportation Commission, since it touches all aspects of the county. Great job with this.

Janet Dutcher:

- Funding streams: the costs in the dept are not directly reimbursed from the TOML, or Social Services, or Behavioral Health, etc; remaining costs in the general fund is billed out, left over costs are somewhere reimbursed through depts.

Supervisor Stump:

- This makes sense for a better organized dept.

Leslie Chapman:

- All new job descriptions have been submitted to union, will not move forward until all approvals have come back. Does not anticipate any issues.

C. Planning Commission Appointment

Departments: Community Development

(Scott Burns, Chairman Stump) - Appoint Roberta Lagomarsini to fill the remainder of the District 2 four-year term on the Mono County Planning Commission.

Action: Appoint Roberta Lagomarsini to fill the remainder of the District 2 four-year term on the Mono County Planning Commission, expiring March 1, 2017, as recommended by Chairman Stump.

Stump moved; Johnston/Fesko seconded

Vote: 5 yes; 0 no

M16-214

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Closed Session - Initiation of Litigation

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

Note:

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

section 54956.9. Number of potential cases: Three.

Stacey Simon:

- Two cases will be heard, will delay hearing the third.

C. Closed Session - Performance Evaluation - CAO

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: CAO.

D. Closed Session - Exposure to Litigation

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

REPORT OUT OF CLOSED SESSION:

- A. Nothing to report
- B. Nothing to report
- C. Nothing to report
- D. The Board approved an agreement with Raymond Tems related to Mr. Tems' separation from County service and retirement due to industrial disability

ADJOURN 12:08 p.m.

ATTEST

**FRED STUMP
CHAIRMAN OF THE BOARD**

**HELEN NUNN
SR. DEPUTY CLERK OF THE BOARD**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 15, 2016

Departments: Board of Supervisors

TIME REQUIRED

SUBJECT Resolution of Appreciation for Rick LaBorde

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Resolution of appreciation for Rick LaBorde's service with the Inyo National Forest.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Stacy Corless

PHONE/EMAIL: 760.920.0190 / scorless@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:

<p>Click to download</p> <p> Resolution of Appreciation</p>

History

Time	Who	Approval
11/10/2016 5:19 AM	County Administrative Office	Yes
11/9/2016 6:10 PM	County Counsel	Yes
11/10/2016 7:03 AM	Finance	Yes

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
RECOGNIZING RICK LABORDE**

WHEREAS, Rick LaBorde first began working on the public lands of the Inyo National Forest in the Summer of 1976,

WHEREAS, Rick’s long career with the Inyo National Forest - beginning with harvesting and reforestation of Jeffrey pine timber to stewarding diverse Wilderness resources to maintaining and creating real opportunities for sustainable front country recreation across four seasons - mirrored changing patterns of use and enjoyment of the public lands of the Inyo National Forest;

WHEREAS, Rick’s over three decades of investment into the backcountry on the Inyo National Forest in Mono County enriched the experience of countless Americans enjoying our nation’s enduring resource of Wilderness;

WHEREAS, through his work as a Wilderness Ranger, and the work of those many Rangers he mentored, Rick Laborde leaves a legacy of well-planned and maintained trails, clean backcountry camps, restored lake shores and meadows, and more educated, thoughtful visitors that has and continues to contribute to keeping Mono County “Wild by Nature”;

WHEREAS, through active partnerships ranging from the Mammoth Snowmobile Club, Mammoth Nordic, the California Conservation Corps, Backcountry Horsemen, Pacific Crest Trail Association, Sierra Responsible Riders, Friends of the Inyo, Student Conservation Association, Boy and Girl Scouts of America, Sierra Club and many more, Rick built countless bridges between people and their public forest lands through meaningful work from the upper reaches of the Rush Creek drainage to the wind-swept peak of Bald Mountain;

NOW, THEREFORE, BE IT RESOLVED that the Mono County Board of Supervisors, on behalf of the millions who love, cherish and enjoy the public lands and wildlife of the Eastern Sierra, acknowledges and appreciates the significant contributions made by Rick LaBorde, a true steward of our public lands.

APPROVED AND ADOPTED this 15th day of November, 2016, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Timothy E. 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 November 15, 2016

Departments: CAO, Finance, Human Resources

TIME REQUIRED

SUBJECT Ordinance Authorizing Biweekly Pay
Periods

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed ordinance authorizing biweekly pay periods.

RECOMMENDED ACTION:

Adopt proposed ordinance.

FISCAL IMPACT:

Minimal impact from changing to bi-weekly pay periods.

CONTACT NAME: Leslie Chapman, Janet Dutcher, Dave Butters

PHONE/EMAIL: 932-5414 (Leslie), 932-5494 (Janet), 932-5413 (Dave) / lchapman@mono.ca.gov,
jdutcher@mono.ca.gov, dbutters@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
Ordinance

History

Time

Who

Approval

11/9/2016 9:47 AM	County Administrative Office	Yes
11/8/2016 5:08 PM	County Counsel	Yes
11/8/2016 5:12 PM	Finance	Yes



COUNTY OF MONO

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

Leslie L. Chapman
County Administrative Officer

To: Board of Supervisors

From: Leslie Chapman

Date: November 15, 2016

Re: Ordinance authorizing biweekly pay periods

Recommended Action

Adopt proposed ordinance providing for biweekly pay periods for employees and officers of the County.

Discussion

The Board of Supervisors of a County may authorize biweekly pay periods by ordinance. County representatives have met, conferred, and reached mutually-acceptable agreements with each of the County's employee bargaining units regarding the implementation of a biweekly payroll system. This ordinance is one of the several approvals required to implement the new system.

Fiscal Impact

Minimal impact from changing to biweekly pay period.



ORD16-__

AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING BIWEEKLY PAY PERIODS

WHEREAS, the County of Mono currently pays its employees one time per month (i.e., monthly pay periods); and

WHEREAS, the County desires to change from a monthly pay period to a biweekly pay period (i.e., fourteen days); and

WHEREAS, representatives of the County and each of its employee bargaining units met, conferred, and reached mutually-acceptable terms for implementation of a biweekly pay period;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FINDS AND ORDAINS that:

SECTION ONE: Commencing on January 1, 2017, a biweekly pay period is hereby authorized for Mono County employees and officials.

SECTION TWO: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish it in the manner prescribed by Government Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and **ADOPTED** this _____ day of _____, 2016, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Fred Stump, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 15, 2016

Departments: Finance, CAO

TIME REQUIRED

SUBJECT Amendment to MOUs with Deputy Sheriff's Association and Sheriff's Management Association to Allow for Bi Weekly Pay Periods

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Proposed resolution adopting and approving third amendment to the 2014-2016 Memorandum of Understanding between the County and the Mono County Sheriffs' Officers Association (AKA the Deputy Sheriffs' Association).

RECOMMENDED ACTION:

Adopt proposed resolution #R16-___, adopting and approving third amendment to the 2014-2016 Memorandum of Understanding between the County and the Mono County Sheriffs' Officers Association (AKA the Deputy Sheriffs' Association) to allow for bi-weekly pay periods and approving the first amendment to the 2015-2018 MOU between the County of Mono and the Mono County Sheriff's Management Association to allow for bi-weekly pay periods. Provide any desired direction to staff.

FISCAL IMPACT:

Minimal impact from changing to bi-weekly pay periods.

CONTACT NAME: Janet Dutcher

PHONE/EMAIL: 760-932-5494 / jdutcher@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](#)

[Exhibit A](#)

[Exhibit B](#)

History

Time	Who	Approval
11/10/2016 8:58 AM	County Administrative Office	Yes
11/8/2016 5:08 PM	County Counsel	Yes
11/8/2016 4:33 PM	Finance	Yes



COUNTY OF MONO

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

Leslie L. Chapman
County Administrative Officer

To: Board of Supervisors

From: Leslie Chapman

Date: November 15, 2016

Re: Amendment to MOUs with DSA and Sheriff's Management Association

Recommended Action

Adopt proposed resolution adopting and approving third amendment to the 2014-2016 Memorandum of Understanding between the County of Mono and the Mono County Sheriff's Officers Association (AKA the Deputy Sheriffs' Association) and adopting and approving first amendment to the 2015-2018 MOU between the County of Mono and the Mono County Sheriff's Management Association to allow for bi-weekly pay periods.

Discussion

The proposed amendments eliminate language in the current MOUs between the County and the Deputy Sheriffs' Association and the County and the Sheriff's Management Association which states that employees are paid one time per month.

In addition, language requiring direct deposit of employee paychecks has been eliminated from the Sheriff's Management MOU, because the Association consists of only one member and that member does not agree to the language.

Fiscal Impact

Minimal impact from changing to bi-weekly pay period.



R16-__

**RESOLUTION OF THE MONO COUNTY BOARD
OF SUPERVISORS ADOPTING AND APPROVING THE
THIRD AMENDMENT TO THE 2014-2016 MEMORANDUM
OF UNDERSTANDING BETWEEN THE COUNTY AND THE
MONO COUNTY SHERIFF'S OFFICERS' ASSOCIATION
(AKA THE DEPUTY SHERIFFS' ASSOCIATION)
AND ADOPTING AND APPROVING THE FIRST AMENDMENT
TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY AND THE MONO COUNTY SHERIFF'S MANAGEMENT
ASSOCIATION TO ALLOW FOR BI-WEEKLY PAY PERIODS**

WHEREAS, representatives of the County have met and conferred with representatives of the Deputy Sheriff's Association (DSA) and the Mono County Sheriff's Management Association (SMA) and each agrees to the implementation of a bi-weekly (every two weeks) pay period for DSA and SMA employees; and

WHEREAS, such implementation requires a revision to the Memoranda of Understanding Between the County and the DSA and between the County and the SMA, which both currently provide for monthly pay periods;

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

SECTION ONE: The proposed Third Amendment to the 2014-2016 Memorandum of Understanding (MOU) between the County of Mono and the Mono County Sheriff's Officers' Association, a copy of which is attached hereto as Exhibit A, is hereby approved and adopted. The Chair of the Board of Supervisors shall execute said Third Amendment to the 2014-2016 MOU on behalf of the County.

SECTION TWO: The proposed First Amendment to the 2015-2018 Memorandum of Understanding (MOU) between the County of Mono and the Mono County Sheriff's Management Association, a copy of which is attached hereto as Exhibit B, is hereby approved and adopted. The Chair of the Board of Supervisors shall execute said First Amendment to the 2015-2018 MOU on behalf of the County.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2016,
by the following vote, to wit:

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AYES:
NOES:
ABSENT:
ABSTAIN:

Fred Stump, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

Exhibit A

**THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MONO AND THE MONO COUNTY SHERIFF'S OFFICERS'
ASSOCIATION (AKA THE DEPUTY SHERIFFS' ASSOCIATION)**

This Agreement, between the County of Mono and the Mono County Sheriff's Officers' Association (aka the Deputy Sheriffs' Association), modifies the Memorandum of Understanding (MOU) in effect from January 1, 2014, through December 31, 2016. Specifically, in order to allow for a bi-weekly payroll system, the parties have agreed to amend paragraph D of Article 6, effective January 1, 2017, to read as follows:

ARTICLE 6: SALARY ADJUSTMENT/TERM

- D. All employees will submit their timesheets and any other data and information needed by the Finance Department for purposes of payroll processing by such deadlines as the Finance Director may set in his or her sole discretion.

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

FRED STUMP, CHAIRMAN
Mono County Board of Supervisors

MARK HANSON, PRESIDENT
Mono County Sheriff's Officers' Association

APPROVED AS TO FORM:

APPROVED AS TO FORM:

STACEY SIMON,
ACTING COUNTY COUNSEL

MICHAEL W. JARVIS, LABOR CONSULTANT
Mastagni Holstedt

Exhibit B

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MONO AND THE MONO COUNTY
SHERIFF'S MANAGEMENT ASSOCIATION**

This Agreement, between the County of Mono and the Mono County Sheriff's Management Association (SMA) modifies the Memorandum of Understanding (MOU) in effect from January 1, 2015, through December 31, 2018. Specifically, in order to allow for a bi-weekly payroll system, the parties have agreed to delete paragraph H in its entirety and to amend paragraph I of Article 6 to read as follows, effective January 1, 2017:

ARTICLE 6: SALARY ADJUSTMENT/TERM

- I. All employees will submit their timesheets and any other data and information needed by the Finance Department for purposes of payroll processing by such deadlines as the Finance Director may set in his or her sole discretion.

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

FRED STUMP, CHAIRMAN
Mono County Board of Supervisors

PHIL WEST
Mono County Sheriff's Management Association

APPROVED AS TO FORM:

STACEY SIMON,
ACTING COUNTY COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 15, 2016

Departments: Finance

TIME REQUIRED

SUBJECT Treasury Transaction Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 9/30/2016

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 9/30/2016

FISCAL IMPACT:

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 760-932-5483 / gfrank@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:

<p>Click to download</p> <p> Treasury Transaction Report for the month ending 9/30/2016</p>

History

Time	Who	Approval
11/8/2016 5:34 AM	County Administrative Office	Yes
11/6/2016 3:57 PM	County Counsel	Yes

11/3/2016 5:05 PM

Finance

Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2016, End Date: 9/30/2016

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	9/14/2016	798136TK3	500,000.00	City of San Jose CA Airport 4.75 3/1/2020-11	110.13	550,655.00	857.64	1.72	551,512.64
Buy	9/28/2016	3130A9AK7	550,000.00	FHLB 1.375 9/1/2020-16	99.98	549,862.50	567.19	1.38	550,429.69
Buy	9/30/2016	843383AX8	245,000.00	SOUTHERN BANK 1 1/30/2018	100.00	245,000.00	0.00	1.00	245,000.00
Buy	9/30/2016	LOAN2015	10,281.25	Financial System Loan-Mono County 1.25 6/30/2019	100.00	10,281.25	0.00	1.25	10,281.25
Subtotal			1,305,281.25			1,355,798.75	1,424.83		1,357,223.58
Deposit	9/13/2016	OAKVALLEY0670	885.56	Oak Valley Bank Cash	100.00	885.56	0.00	0.00	885.56
Deposit	9/30/2016	OAKVALLEY0670	2,062.80	Oak Valley Bank Cash	100.00	2,062.80	0.00	0.00	2,062.80
Deposit	9/30/2016	OAKVALLEY0670	11,414,794.10	Oak Valley Bank Cash	100.00	11,414,794.10	0.00	0.00	11,414,794.10
Subtotal			11,417,742.46			11,417,742.46	0.00		11,417,742.46
Total Buy Transactions			12,723,023.71			12,773,541.21	1,424.83		12,774,966.04
Sell Transactions									
Called	9/22/2016	3133EFEG8	1,000,000.00	FFCB 1.86 9/22/2020-16	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Called	9/22/2016	3133EFEG8	1,000,000.00	FFCB 1.86 9/22/2020-16	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Subtotal			2,000,000.00			2,000,000.00	0.00		2,000,000.00
Matured	9/1/2016	78658QNS8	245,000.00	SAFRA NATIONAL BANK OF NEW YORK 0.5 9/1/2016	0.00	245,000.00	0.00	0.00	245,000.00
Matured	9/27/2016	58733ABK4	245,000.00	MERCANTIL COMMERCEBANK 0.65 9/27/2016	0.00	245,000.00	0.00	0.00	245,000.00
Matured	9/30/2016	084601DH3	245,000.00	BERKSHIRE BK PITTSFIELD MA 0.65 9/30/2016	0.00	245,000.00	0.00	0.00	245,000.00
Subtotal			735,000.00			735,000.00	0.00		735,000.00
Sell	9/30/2016	LOAN2015	6,259.34	Financial System Loan-Mono County 1.25 6/30/2019	0.00	6,259.34	0.00	0.00	6,259.34
Sell	9/30/2016	LOAN2015	17,791.78	Financial System Loan-Mono County 1.25 6/30/2019	0.00	17,791.78	0.00	0.00	17,791.78
Subtotal			24,051.12			24,051.12	0.00		24,051.12
Withdraw	9/22/2016	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP-Quarterly	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	9/30/2016	OAKVALLEY0670	11,615,313.61	Oak Valley Bank Cash	0.00	11,615,313.61	0.00	0.00	11,615,313.61
Subtotal			12,615,313.61			12,615,313.61	0.00		12,615,313.61
Total Sell Transactions			15,374,364.73			15,374,364.73	0.00		15,374,364.73



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2016, End Date: 9/30/2016

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest/Dividends									
Interest	9/1/2016	906573FA3	0.00	Union School District CA 1.573 9/1/2017		0.00	3,932.50	0.00	3,932.50
Interest	9/1/2016	78658QNS8	0.00	SAFRA NATIONAL BANK OF NEW YORK 0.5 9/1/2016		0.00	308.77	0.00	308.77
Interest	9/3/2016	05581WDQ5	0.00	BMO HARRIS BANK NA 1.05 3/2/2018		0.00	1,296.82	0.00	1,296.82
Interest	9/3/2016	9497486Z5	0.00	WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021		0.00	332.93	0.00	332.93
Interest	9/5/2016	981571CE0	0.00	Worlds Foremost Bk Sidney NE 1.75 5/5/2021		0.00	297.26	0.00	297.26
Interest	9/11/2016	20033APV2	0.00	COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021		0.00	332.93	0.00	332.93
Interest	9/12/2016	35633MAG7	0.00	FREEDOM BK OF VA VIENNA VA 0.75 11/14/2017		0.00	156.06	0.00	156.06
Interest	9/13/2016	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	885.56	0.00	885.56
Interest	9/15/2016	3136G3CU7	0.00	FNMA 1.55 6/15/2020-16		0.00	7,750.00	0.00	7,750.00
Interest	9/15/2016	55266CQE9	0.00	MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021		0.00	374.55	0.00	374.55
Interest	9/15/2016	34387ABA6	0.00	FLUSHING BANK N Y 1.8 12/10/2018		0.00	374.55	0.00	374.55
Interest	9/17/2016	855736DA9	0.00	STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021		0.00	332.93	0.00	332.93
Interest	9/17/2016	095067AD6	0.00	BLOOMSDALE BANK 0.6 12/19/2016		0.00	124.85	0.00	124.85
Interest	9/20/2016	87164WGC6	0.00	SYNCHRONY BANK 2 3/20/2020		0.00	2,470.14	0.00	2,470.14
Interest	9/22/2016	3133EFEG8	0.00	FFCB 1.86 9/22/2020-16		0.00	18,600.00	0.00	18,600.00
Interest	9/22/2016	337630AZ0	0.00	FIRSTTRUST SVGS BK CONSHOCKENPA 0.7 10/23/2017		0.00	145.66	0.00	145.66
Interest	9/26/2016	062683AC1	0.00	BBCN BANK 0.9 2/26/2018		0.00	187.27	0.00	187.27
Interest	9/26/2016	20070PHK6	0.00	COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019		0.00	343.34	0.00	343.34
Interest	9/26/2016	88413QBD9	0.00	Third Federal Savings and Loan Assn. of Cleveland		0.00	2,223.12	0.00	2,223.12
Interest	9/26/2016	91330ABA4	0.00	UNITY BK CLINTON NJ 1.5 9/26/2019		0.00	312.12	0.00	312.12
Interest	9/27/2016	58733ABK4	0.00	MERCANTIL COMMERCEBANK 0.65 9/27/2016		0.00	802.79	0.00	802.79
Interest	9/27/2016	27113PBG5	0.00	EAST BOSTON SVGS NK BOSTON MA 0.7 10/27/2017		0.00	145.66	0.00	145.66
Interest	9/27/2016	35637RCQ8	0.00	FREEDOM FIN BK W DES MOINES 1.5 7/26/2019		0.00	312.12	0.00	312.12



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2016, End Date: 9/30/2016

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	9/27/2016	596689EC9	0.00	MIDDLETON COMMUNITY BANK 1.4 11/27/2018		0.00	291.32	0.00	291.32
Interest	9/28/2016	20786ABA2	0.00	CONNECTONE BK ENGLEWOOD 1.55 7/29/2019		0.00	322.53	0.00	322.53
Interest	9/28/2016	59013JDB2	0.00	MERRICK BK SOUTH JORDAN UTAH 0.85 1/30/2017		0.00	176.87	0.00	176.87
Interest	9/28/2016	464209CD5	0.00	ISABELLA BANK 0.75 3/28/2017		0.00	156.06	0.00	156.06
Interest	9/29/2016	06414QVT3	0.00	BANK NORTH CAROLINA THOMASVILLE NC 1 6/30/2017		0.00	208.08	0.00	208.08
Interest	9/29/2016	11373QCC0	0.00	BROOKLINE BK MASS 0.75 10/30/2017		0.00	156.06	0.00	156.06
Interest	9/29/2016	2027505G6	0.00	COMMONWEALTH BUSINESS BK LOS ANGELES CALIF 0.75 8/		0.00	156.06	0.00	156.06
Interest	9/29/2016	139797FF6	0.00	CAPITAL BK LITTLE ROCK 0.9 2/28/2018		0.00	187.27	0.00	187.27
Interest	9/30/2016	45340KDR7	0.00	INDEPENDENCE BK KY OWENSBORO 0.9 2/28/2018		0.00	181.23	0.00	181.23
Interest	9/30/2016	LAIF6000Q	0.00	Local Agency Investment Fund LGIP- Quarterly		0.00	34,758.52	0.00	34,758.52
Interest	9/30/2016	LOAN2015	0.00	Financial System Loan-Mono County 1.25 6/30/2019		0.00	623.88	0.00	623.88
Interest	9/30/2016	105245GN8	0.00	BRAND BKG CO LAWRENCEVILLE GA 0.85 11/30/2017		0.00	176.87	0.00	176.87
Interest	9/30/2016	29266N3Q8	0.00	ENERBANK USA SALT LAKE CITYUTAH 1.05 8/31/2018		0.00	211.44	0.00	211.44
Interest	9/30/2016	084601DH3	0.00	BERKSHIRE BK PITTSFIELD MA 0.65 9/30/2016		0.00	798.43	0.00	798.43
Interest	9/30/2016	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	2,062.80	0.00	2,062.80
Subtotal			0.00			0.00	82,509.35		82,509.35
Total Interest/Dividends			0.00			0.00	82,509.35		82,509.35



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 15, 2016

Departments: District Attorney

TIME REQUIRED

SUBJECT Resolution Increasing the Rate of
Pay for Position of District Attorney

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution changing salary range for elected position of District Attorney.

RECOMMENDED ACTION:

Approve Resolution #R16-____, Amending the rate of pay for the position of the District Attorney, in order to provide parity and salary structure to the Office of the District Attorney. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

Approximate annual impact to the general fund is \$5,748 for salary and \$1,800 for benefits for a combined total cost of \$7,548.

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:

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[Staff Report](#)

[Resolution](#)

History

Time	Who	Approval
11/10/2016 4:46 AM	County Administrative Office	Yes
11/8/2016 5:03 PM	County Counsel	Yes
11/8/2016 4:18 PM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputy County Counsel
Stephen M. Kerins

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700
Facsimile
760-924-1701

Paralegal
Jenny Senior

TO: Honorable Board of Supervisors

FROM: Stacey Simon

DATE: November 15, 2016

RE: Salary adjustment for the District Attorney position.

Recommendation

Approve proposed resolution increasing the salary for the District Attorney position.

Discussion

On November 8, 2016, the Board approved an office restructure for the Office of the District Attorney. Part of that restructure was an adjustment to the District Attorney salary position from \$11,968 to \$12,447.

Fiscal Impact

Approximate annual impact to the general fund is \$5,748 for salary and \$1,800 for benefits for a combined total cost of \$7,548.



R16-__

**RESOLUTION NO. R16-
A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AMENDING THE
RATE OF PAY FOR THE POSITION OF THE DISTRICT ATTORNEY,
IN ORDER TO PROVIDE PARITY
AND SALARY STRUCTURE TO THE OFFICE OF THE DISTRICT ATTORNEY**

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code and Article 11, section 4 (c) of the California Constitution to prescribe the compensation, appointment, and conditions of employment of County employees and elected officials; and

WHEREAS, the Board of Supervisors wishes to increase the rate of pay to the position of the District Attorney to create parity with other professional class attorney positions employed by the County and address organizational compaction within the Office of the District Attorney; and

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the compensation of the District Attorney is hereby increased to \$12,447.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2016, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Fred Stump, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 15, 2016

Departments: District Attorney

TIME REQUIRED

SUBJECT Resolution Amending Employment Agreement with Brad Braaten

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution amending employment agreement with Brad Braaten to increase the rate of pay to provide parity with other professional class attorneys employed by the County.

RECOMMENDED ACTION:

Approve Resolution #R16-____, Amending the employment agreement with Brad Braaten, to increase the rate of pay to provide parity with other professional class attorneys employed by the County. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

Approximate annual impact to the general fund is \$5,460 for salary and \$1,710 for benefits for a combined total cost of \$7,170.

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
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Contract amendment

History

Time	Who	Approval
11/8/2016 6:16 AM	County Administrative Office	Yes
11/6/2016 3:24 PM	County Counsel	Yes
11/8/2016 4:44 PM	Finance	Yes

County of Mono Office of the District Attorney

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: November 15, 2016

Time Needed: Consent Agenda – If pulled 5 minutes for presentation and 5 minutes for discussion.

Subject

Proposed resolution amending employment agreement with Brad Braaten to increase the rate of pay to provide parity with other professional class attorneys employed by the County.

Recommendation

Approve proposed resolution.

Discussion

On November 8, 2016, the Board approved an office restructure for the Office of the District Attorney. Part of that restructure was an adjustment to the Deputy District Attorney III salary position from \$8,955 to \$9,410.

Fiscal Impact

Approximate annual impact to the general fund is \$5,460 for salary and \$1,710 for benefits for a combined total cost of \$7,170.



R16-__

**RESOLUTION NO. R16-
A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AMENDING THE
EMPLOYMENT AGREEMENT WITH BRAD BRAATEN,
TO INCREASE THE RATE OF PAY TO PROVIDE
PARITY WITH OTHER PROFESSIONAL CLASS
ATTORNEYS EMPLOYED BY THE COUNTY**

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; and

WHEREAS, on April 7, 2014 the Board of Supervisors entered into an agreement with Brad Braaten prescribing the compensation, appointment and conditions of Mr. Braaten's employment with the County (the "Agreement"); and

WHEREAS, the Board of Supervisors now wishes to amend the Agreement to increase the rate of pay to create parity with other professional class attorney positions employed by the County;

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

PASSED, APPROVED and ADOPTED this _____ day of _____, 2016, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Fred Stump, Chair

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Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT RE EMPLOYMENT
OF BRAD BRAATEN**

This Agreement and First Amendment is entered into this 15th day of November, 2016, by and between Brad Braaten and the County of Mono (sometimes referred to herein collectively as "the parties") for the purpose of amending that certain Agreement re Employment of Brad Braaten.

I. RECITALS

- A. The County currently employs Brad Braaten in accordance with an employment agreement entered into on or about April 7, 2014 (sometimes referred to herein as "the Agreement").
- B. The parties wish to amend the Agreement to effectuate a change in Mr. Braaten's compensation.

II. AGREEMENT

NOW, THEREFORE, the parties agree as follows:

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

"Effective November 15, 2016, Mr. Braaten's base salary shall be \$9,410 per month (pro-rated for the month of November 2016 based on the effective date of the new salary). Any other increases to Mr. Braaten's salary shall continue to be based solely on the County's Management Compensation policies, as the same may be amended from time to time and unilaterally implemented by the County. Mr. Braaten understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County. The Board may unilaterally increase Mr. Braaten's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Mr. Braaten's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mr. Braaten in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable."

- 2. All other provisions of the Agreement not hereby amended shall remain in

full force and effect.

III. EXECUTION:

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

EMPLOYEE

THE COUNTY OF MONO

Brad Braaten

By: Fred Stump, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 15, 2016

Departments: District Attorney

TIME REQUIRED

SUBJECT Resolution Amending Employment Agreement with David Anderson

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution amending employment agreement with David Anderson to increase the rate of pay to provide parity with other professional class attorneys employed by the County.

RECOMMENDED ACTION:

Approve Resolution #R16-____, Amending the employment agreement with David Anderson, to increase the rate of pay to provide parity with other professional class attorneys employed by the County. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

Approximate annual impact to the general fund is \$8,628 for salary and \$2,701 for benefits for a combined total cost of \$10,329.

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
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Contract amendment

History

Time	Who	Approval
11/8/2016 6:14 AM	County Administrative Office	Yes
11/6/2016 3:45 PM	County Counsel	Yes
11/8/2016 4:54 PM	Finance	Yes

County of Mono Office of the District Attorney

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: November 15, 2016

Time Needed: Consent Agenda – If pulled 5 minutes for presentation and 5 minutes for discussion.

Subject

Proposed resolution amending employment agreement with Dave Anderson to increase the rate of pay to provide parity with other professional class attorneys employed by the County.

Recommendation

Adopt proposed resolution.

Discussion

On November 8, 2016, the Board approved an office restructure for the Office of the District Attorney. Part of that restructure was an adjustment to the Assistant District Attorney salary position from \$9,527 to \$10,246.

Fiscal Impact

Approximate annual impact to the general fund is \$8,628 for salary and \$2,701 for benefits for a combined total cost of \$10,329.



R16-__

**RESOLUTION NO. R16-
A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AMENDING THE
EMPLOYMENT AGREEMENT WITH DAVID ANDERSON
TO INCREASE THE RATE OF PAY TO PROVIDE
PARITY WITH OTHER PROFESSIONAL CLASS
ATTORNEYS EMPLOYED BY THE COUNTY**

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; and

WHEREAS, on July 10, 2015 the Board of Supervisors entered into an agreement with David Anderson prescribing the compensation, appointment and conditions of Mr. Anderson's employment with the County (the "Agreement"); and

WHEREAS, the Board of Supervisors now wishes to amend the Agreement to increase the rate of pay to create parity with other professional class attorney positions employed by the County;

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

PASSED, APPROVED and ADOPTED this _____ day of _____, 2016, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Fred Stump, Chair

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Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

**AGREEMENT AND SECOND AMENDMENT TO
AGREEMENT RE EMPLOYMENT
OF DAVID ANDERSON**

This Agreement and First Amendment is entered into this 15th day of November, 2016, by and between David Anderson and the County of Mono (sometimes referred to herein collectively as "the parties") for the purpose of amending that certain Agreement re Employment of David Anderson.

I. RECITALS

- A. The County currently employs David Anderson in accordance with an employment agreement entered into on or about July 10, 2014, first amended August 2014 (sometimes referred to herein as "the Agreement").
- B. The parties wish to amend the Agreement to effectuate a change in Mr. Anderson's compensation.

II. AGREEMENT

NOW, THEREFORE, the parties agree as follows:

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

"Effective November 15, 2016, Mr. Anderson's base salary shall be \$10,246 per month (pro-rated for the month of November 2016 based on the effective date of the salary increase). Any other increases to Mr. Anderson's salary shall continue to be based solely on the County's Management Compensation policies, as the same may be amended from time to time and unilaterally implemented by the County. Mr. Anderson understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County. The Board may unilaterally increase Mr. Anderson's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Mr. Anderson's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mr. Anderson in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable."

2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

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

EMPLOYEE

THE COUNTY OF MONO

David Anderson

By: Fred Stump, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 15, 2016

Departments: Human Resources

TIME REQUIRED

SUBJECT Resolution and Employment
Agreement for Frank Smith

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Frank Smith as Chief Investigator, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R16-____, approving a contract with Frank Smith as Chief Investigator 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:

Cost for remainder of FY 16-17 is: Salary of \$71,681, Benefits of \$27,920, and PERS contribution of \$17,103

CONTACT NAME: Dave Butters

PHONE/EMAIL: 760 932-5413 / dbutters@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 for Frank Smith Employment Agreement
Agreement

History

Time	Who	Approval
11/10/2016 5:27 AM	County Administrative Office	Yes
11/10/2016 12:23 PM	County Counsel	Yes
11/10/2016 10:59 AM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5413 • FAX (760) 932-5411

Dave Butters

Director of Human Resources

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: November 15, 2016

Subject: Employment Agreement for Frank Smith as Chief Investigator

Recommendation: Approve the Employment Agreement for Frank Smith as Chief Investigator in the Mono County District Attorney's office for a term of two years from December 1, 2016 to November 30, 2018.

Background: Frank Smith has served as Chief Investigator since September 2, 2014.

Fiscal Impact: The cost for this position for the remainder of FY 2016-2017 (December 1 to June 30th) is approximately \$116,704 of which \$71,681 is salary; \$17,103 is the employer portion of PERS, and \$27,920 is the cost of the benefits and is included in the approved budget.

Total cost for a full fiscal year (2016-2017) would be \$200,178 of which \$122,952 is annual salary; \$29,336 is the employer portion of PERS, and \$47,890 is the cost of the benefits.

For questions, please call Dave Butters at 760 932-5413 or email dbutters@mono.ca.gov



R16-__

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

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

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

PASSED, APPROVED and ADOPTED this _____ day of _____, 2016, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Fred Stump, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

Agreement Re Employment Of Franklin W. Smith

This Agreement is entered into by and between Franklin W. Smith and the County of Mono.

I. RECITALS

Mr. Smith is currently employed as Chief Investigator. The County wishes to continue to employ Mr. Smith as Chief Investigator on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Smith wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be December 1, 2016, until November 30, 2018, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Smith in writing no later than May 30, 2018, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Smith 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. Smith 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. Smith as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another two years on the same terms in effect at the time of renewal.
2. Commencing December 1, 2016, Mr. Smith shall continue to be employed by Mono County as Chief Investigator, serving at the will and pleasure of the District Attorney in accordance with the terms and conditions of this Agreement. Mr. Smith accepts such continued employment. The District Attorney shall be deemed the "appointing authority" for all purposes with respect to Mr. Smith's employment.
3. Effective December 1, 2016 Mr. Smith's salary shall be \$10,246 per month. The Board may unilaterally increase Mr. Smith'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. Smith's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mr. Smith in good faith, but the County's

decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Mr. Smith'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. Smith 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. Smith's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Smith 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 3.0% at 50 for Mr. Smith), 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. Smith 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. Smith 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. Smith's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

8. Consistent with the "at will" nature of Mr. Smith's employment, the District Attorney may terminate Mr. Smith'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. Smith'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. At the conclusion of the six-month period, Mr. Smith's employment shall automatically revert to its prior status of being fully subject to termination without cause by the District Attorney in his discretion. At no time during the six-month period will Mr. Smith acquire permanent status or a property interest in his employment. Mr. Smith 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 (except during the aforementioned six-month period), and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the District Attorney may, in their discretion, take during Mr. Smith's employment. Nevertheless, the parties understand that Mr. Smith has right under the Public Safety Officers Procedural Bill of Rights Act (California Government Code section 3300) and such rights cannot be waived by Mr. Smith's entry into this agreement. The County shall ensure that Mr. Smith receives such rights, but the parties agree that the County is not required to provide Mr. Smith with any form or level of administrative appeal procedures beyond those required by state law.
9. On or before the effective date of any such termination without cause, Mr. Smith 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. Smith 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. Smith shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Smith 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. Smith 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. Smith 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. Smith 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. Smith shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. Pursuant to Government Code sections 53243 Mr. Smith shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Smith is convicted of a crime involving abuse of office or position.
13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Smith. It specifically supersedes the employment agreement between the parties dated December 1, 2013, as amended September 2, 2014. Consistent with Mr. Smith's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Smith 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. Smith's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
14. 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. Smith'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. Smith's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

15. Mr. Smith acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Smith 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 December 1, 2016.

EMPLOYEE

THE COUNTY OF MONO

Frank Smith

By: Fred Stump, Chair
Board of Supervisors

APPROVED AS TO FORM:

Stacey Simon
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 15, 2016

Departments: Probation

TIME REQUIRED

SUBJECT Probation Agreement for Services for
Juvenile Detention

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with El Dorado County pertaining to juvenile detention, including use of El Dorado County juvenile detention facilities to house long-term juvenile detainees.

RECOMMENDED ACTION:

Approve County's entry into proposed contract and authorize Chair of the Board of Supervisors to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

No fiscal impact on the General Fund. Detention of youth is funded under the Youthful Offender Block Grant (YOBG) which Mono County Probation receives each year.

CONTACT NAME: Karin Humiston

PHONE/EMAIL: 760-932-5570 / khumiston@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:
Karin Humiston

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[STAFF REPORT](#)

[AGREEMENT](#)

History

Time	Who	Approval
11/10/2016 5:21 AM	County Administrative Office	Yes
11/8/2016 5:47 PM	County Counsel	Yes
11/8/2016 5:11 PM	Finance	Yes



MAILING: P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517
BRIDGEPORT OFFICE (760) 932-5570 • FAX (760) 932-5571
MAMMOTH OFFICE (760) 924 1730 • FAX (760) 924-1731

probation@mono.ca.gov

Stan Eller
Presiding Judge
Superior Court

Dr. Karin Humiston
Chief Probation Officer

To: Honorable Board of Supervisors

From: K.S. Humiston

Date: November 7, 2016

A handwritten signature in black ink, appearing to read "K.S. Humiston", is written over the "From:" line.

SUBJECT

Seeks approval of the Agreement for Services with El Dorado County for Juvenile Detention Services.

RECOMMENDATION

Approval of the recommended Agreement for Services with El Dorado County for Juvenile Detention Services.

DISCUSSION

Pursuant to California *Welfare and Institutions Code section 850*, the Board of Supervisors of every county must provide and maintain a suitable place for detention and housing of wards of the juvenile court and of minors alleged to come within that court's jurisdiction. Mono County possesses the capacity to house and detain youth for only 96 hours and does not operate a Juvenile Detention Center. Previously, under *Welfare and Institutions Code section 872*, Mono County entered into an agreement with Inyo County Probation for use of the Juvenile Detention Center. Inyo County discontinued use of their Detention Center as a 24 hour facility. El Dorado County maintains a Juvenile Detention Center and is roughly the same distance for transportation of youth.

FISCAL IMPACT

No fiscal impact on the General Fund. Detainment of youth is funded under the Youthful Offender Block Grant (YOBG) of which Mono County Probation receives each year.

AGREEMENT FOR SERVICES #410-S1611

THIS AGREEMENT is made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "El Dorado County") and the County of Mono, a political subdivision of the State of California, whose principal place of business is 57 Bryant Street, P.O. Box 596, Bridgeport, CA 93517 (hereinafter referred to as "Mono County"). El Dorado County and Mono County are hereinafter referred to as the "Parties";

RECITALS

WHEREAS, the Board of Supervisors of every county in the State of California must provide and maintain a suitable place for detention and housing of wards of the juvenile court, and of minors alleged to come within that court's jurisdiction, pursuant to California *Welfare and Institutions Code* section 850;

WHEREAS, pursuant to Title 15 of the California Code of Regulations, El Dorado County has established Juvenile Detention Facilities designed for the reception and temporary care of minors detained in accordance with the provisions of the California *Welfare and Institutions Code*;

WHEREAS, the juvenile hall in Mono County is only a ninety-six (96) hour special purpose juvenile hall;

WHEREAS, from time to time there is space available in El Dorado County's Juvenile Detention Facilities for the detention and housing of minors who reside outside of El Dorado County;

WHEREAS, *Welfare and Institutions Code* section 872 provides that, where there is no juvenile hall in the county of residence of minors, or when that county's juvenile hall becomes unfit or unsafe for detention of minors, the presiding or sole juvenile court judge may, with the recommendation of the probation officer of the sending county and the consent of the probation officer of the receiving county, by written order filed with the clerk of the court, designate the juvenile hall of any county in the state for the detention of an individual minor for a period not to exceed sixty (60) days;

WHEREAS, *Welfare and Institutions Code* section 872 further provides that the county of residence of a minor so transferred shall reimburse the receiving county for costs and liability as agreed upon by the two counties in connection with the order;

WHEREAS, Mono County desires to place one or more wards of its juvenile court in El Dorado County's facility to the extent that such accommodation may exist;

WHEREAS, the parties to this Agreement, with the concurrence of their respective Chiefs of Probation, wish to enter into an agreement to govern their relationship with respect to such orders as from time to time may be made pursuant to *Welfare and Institutions Code* section 872 by the Superior Court of California, County of Mono (acting as juvenile court), or another court of competent jurisdiction of the State of California, concerning minors residing in Mono County; and

WHEREAS, it is the intent of the Parties hereto that the placement of said ward(s) of the juvenile court conform with all applicable federal, state and local laws;

NOW, THEREFORE, El Dorado County and Mono County mutually agree as follows:

ARTICLE I

Scope of Services: Mono County shall have the right to place juveniles in the Juvenile Detention Facilities of El Dorado County on a space-available basis, subject to acceptance of each juvenile by El Dorado County and to adherence to the terms and conditions set forth herein. The El Dorado County Juvenile Detention Superintendent, or designee, reserves the right to approve wards for acceptance into the facility(ies), and may remove and/or terminate the bed space of a problem ward upon 72 hours' notice to Mono County. El Dorado County agrees that all Mono County wards accepted for placement in El Dorado County's Juvenile Detention Facilities shall receive the same accommodations and services as El Dorado County wards, always in accordance with all applicable federal, state, and local laws and regulations.

Mono County shall provide for the transportation of said juvenile(s) to and from the El Dorado County Juvenile Detention Facility(ies). Mono County shall provide the Chief Probation Officer of E l D o r a d o County, or his or her designee at the time of admission, a completed juvenile referral form, a copy of the Juvenile Wardship Petition, a Detention Order filed with the Clerk of the Court of Mono County (or the clerk of another court of competent jurisdiction), a medical release, and any other documentation/information deemed necessary.

Either Mono County, or the parent(s) or guardian(s) of a ward, must provide any medication prescribed for the ward.

Mono County retains the right to request immediate return of any Mono County ward detained in an El Dorado County Juvenile Detention Facility. In the event of such a request, Mono County may, at its own expense, arrange for transportation of any such ward from the El Dorado County Juvenile Detention Facility, and El Dorado County shall make such ward available for transportation at the earliest practicable time.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both Parties hereto, and may be terminated at any time by either Party upon (30) days' written notice to the other.

ARTICLE III

Compensation for Services: For services provided herein, Mono County agrees to pay El Dorado County the sum of Ninety Dollars (\$90.00) per calendar day for each ward placed within the Juvenile Detention Facility in a non-reserved bed; and the sum of One Hundred Dollars (\$100.00) per calendar day for each ward ordered to be placed within JTC Challenge Commitmentt in the Juvenile Detention Facility.

Mono County shall pay monthly in arrears and within thirty (30) days following Mono County's receipt and approval of itemized invoice(s) identifying services rendered in accordance with this Article III.

In addition to the daily contractual amount, Mono County agrees to pay or reimburse El Dorado County, or any other authorized third party, for the rendering of the following services to any ward detained:

Costs of any hospital, medical, dental, and/or surgical care/treatment of any ward outside of those provided by El Dorado County as long as they are authorized by the Chief Probation Officer, or his or her designee, of Mono County; or, in the case of an emergency, by the Superintendent of the El Dorado Juvenile Detention Facility (ies); and

Costs of transportation and maintenance between Mono County and El Dorado Juvenile Detention Facilities.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the Parties hereto. With the exception of changes of address per Article IX, below, said amendments shall become effective only when in writing and fully executed by duly authorized officers of the Parties hereto.

ARTICLE V

Fiscal Considerations: For the purposes of this Agreement, the Parties recognize and acknowledge that El Dorado County is a political subdivision of the State of California, and that, as such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, El Dorado County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, El Dorado County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement, but shall in no event be less than the period specified in Article II. Upon the effective date of such notice, this Agreement shall be automatically terminated and El Dorado County released from any prospective liability hereunder.

In addition to the above, should El Dorado County's Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any El Dorado County department by which services were contracted to be performed under this Agreement, pursuant to this paragraph in the sole discretion of El Dorado County, this Agreement may be deemed to be prospectively terminated in its entirety subject to payment for services performed prior to cancellation and upon notice to Mono County in accordance with Article II.

ARTICLE VI

Audit by California State Auditor; Access to Records: The Parties acknowledge that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, the Parties shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

In addition, the Parties agree that, for the duration of this Agreement and for a period of three (3) years thereafter, county, state, and federal officials, including authorized representatives of each Party, shall have access to any books, documents, papers, and records of the Parties that are directly pertinent to the subject matter of this Agreement, for the purpose of ensuring each Party's compliance with this Agreement.

ARTICLE VII

Confidentiality: The Parties acknowledge that, in connection with the performance of this Agreement, each Party will encounter confidential, privileged, or otherwise protected information pertaining to third parties, including, but not limited to, information pertaining to the detention, care, and medical treatment of juveniles. During the pendency of this Agreement, and after its termination, expiration, or cancellation, the Parties agree to maintain as confidential all such information, to the extent permitted by law.

To the extent that El Dorado County is provided, creates, or has access to Protected Health Information, Personally Identifiable Information, or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), El Dorado County shall adhere to all federal, state, and local laws, rules, and regulations protecting the privacy of such information. El Dorado County shall adhere to all existing and future federal, state, and local laws, rules, and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of Mono County's and third parties' Protected Information provided to, or accessed or created by, El Dorado County.

El Dorado County agrees to notify Mono County immediately of any unauthorized access to or disclosure of Protected Information of which El Dorado County becomes aware.

El Dorado County will be responsible for all costs associated with El Dorado County's breach of the security and privacy of Mono County's or third parties' Protected Information, including, but not limited to, mitigation of the breach, cost to Mono County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, and/or local laws, rules or regulations applicable at the time of the breach.

In addition, El Dorado County agrees that its performance under this Agreement will be subject to compliance with Mono County's HIPAA "Business Associate" agreement, attached hereto as Exhibit "A".

ARTICLE VIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to El Dorado County shall be addressed as follows:

COUNTY OF EL DORADO
Probation Department
3974 Durock Road, Suite 205
Shingle Springs, CA 95682
ATTN: Chief Probation Officer

or to such other location as the County may hereinafter

direct, with a carbon copy to

COUNTY OF EL DORADO Chief
Administrative Office Procurement and
Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Mono County shall be addressed as follows:

MONO COUNTY PROBATION SERVICES
PO Box 596
Bridgeport, CA 93517
ATTN: Chief Probation Officer

or to such other location as Mono County may hereinafter direct.

ARTICLE IX

Change of Address: In the event of a change in address for Mono County's principal place of business, Mono County's Agent for Service of Process, or Notices to Mono County, Mono County shall notify El Dorado County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the El Dorado County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE X

Indemnity: The Parties shall defend, indemnify, and hold one another harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, the Parties' respective employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of a putative indemnitee or its agents or employees, save for the putative indemnitee's sole negligence or willful misconduct. This Article IX shall not include any obligation for either Party to defend or indemnify the other against the other's sole or active negligence; willful or intentional misconduct; or as expressly proscribed by statute. Each Party's duty to indemnify and save the other harmless hereunder includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XI

Independent Contractor: El Dorado County acknowledges that its employees, as well as any third-party contractors, shall be acting at all times as independent contractors in the performance of services under this Agreement, and not as employees of Mono County. El Dorado County, on behalf of itself and its employees and any and all third parties performing services under this Agreement, specifically disclaims any entitlement to compensation (other than that specifically contemplated in this Agreement for services rendered); employment benefits; eligibility for the California Public Employees Retirement System through Mono County; or any other incidentals of an employment relationship.

ARTICLE XII

Prison Rape Elimination Act (PREA): El Dorado County will comply with the Prison Rape Elimination Act of 2003 ("PREA", 42 U.S.C. § 15601 *et seq.*), and with all applicable final regulations issued thereunder, as well as all California Department of Corrections and Rehabilitation, Division of Juvenile Justice ("DJJ") policies and standards related to PREA, including those intended for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. The Parties acknowledge that, in addition to "self-monitoring requirements", DJJ may conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA regulations and DJJ standards and policies, may result in termination of the Agreement.

ARTICLE XIII

Counterparts: This Agreement may be executed in counterparts.

ARTICLE XIV

Nonassignment: Except for the provision of third-party services as contemplated in Article III (such as medical and dental care), the Parties hereto agree that neither of them shall assign its rights nor delegate, subcontract, or otherwise transfer its obligations hereunder without the prior written consent of the other.

ARTICLE XV

Construction: Each Party acknowledges that it has participated in the negotiation and drafting of this Agreement, and further agrees that, in the event of an ambiguity or question of intent, this Agreement shall be construed as if drafted jointly by the Parties. There shall be no presumption favoring or disfavoring any Party on the basis of authorship or presumed authorship of any provision in this Agreement. The operation of *Civil Code* section 1654 is expressly waived.

ARTICLE XVI

Administrator: The El Dorado County Officer or employee with responsibility for administering this Agreement is Vince Janette, Deputy Chief Probation Officer, Probation Department or successor.

ARTICLE XVII

Authorized Signatures: The Parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind said Parties to the obligations set forth herein.

ARTICLE XVIII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XIX

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

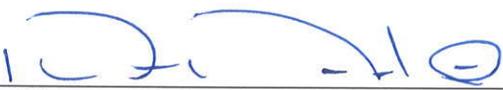
ARTICLE XXI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the Parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By:  Dated: 10/27/14
Vince Janette, Deputy Chief Probation Officer or Successor
El Dorado County Probation Department

Requesting Department Head Concurrence:

By:  Dated: 10/27/16
Brian Richart, Chief Probation Officer or successor
El Dorado County Probation Department

-- PLACING COUNTY --

Requesting Department Head Concurrence:

By:  Dated: 1/6/2016
Karin S. Humiston, Chief Probation Officer or successor
Mono County Probation Department

Approved as to Form for Mono County:

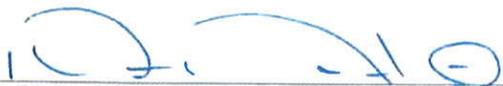
By: _____ Dated: _____
Stephen M. Kerns, Deputy County Counsel

By: _____ Dated: _____
Margaret White, Risk Manager

Requesting Contract Administrator Concurrence:

By:  Dated: 10/27/14
Vince Janette, Deputy Chief Probation Officer or Successor
El Dorado County Probation Department

Requesting Department Head Concurrence:

By:  Dated: 10/27/16
Brian Richart, Chief Probation Officer or successor
El Dorado County Probation Department

-- PLACING COUNTY --

Requesting Department Head Concurrence:

By:  Dated: 11/6/2016
Karin S. Huston, Chief Probation Officer or successor
Mono County Probation Department

Approved as to Form for Mono County:

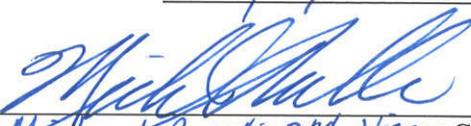
By:  Dated: 11/7/2016
Stephen M. ~~Kems~~ ^{REKINS}, Deputy County Counsel

By:  Dated: 11-7-2016
Margaret White, Risk Manager

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 10/11/16

By: 
Michael Ranalli, 2nd Vice-Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 10/11/16

-- PLACING COUNTY --

Dated: _____

By: _____
Chairperson
Board of Supervisors
"County of Mono"

ATTEST:

By: _____
Deputy Clerk

Dated: _____

EXHIBIT A

AGREEMENT BETWEEN COUNTY OF MONO AND COUNTY OF EL DORADO FOR THE PROVISION OF JUVENILE DETENTION AND ASSOCIATED SERVICES

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the "Agreement") between the County of El Dorado (the "Business Associate") and the County of Mono (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of the Covered Entity (collectively, "Services"), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act").

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in Sections 160.103, 164.304 and 164.501.

(a) **Business Associate.** "Business Associate" shall mean the party identified above as the "Business Associate".

(b) **Breach.** "Breach" shall have the same meaning as the term "breach" in Section 164.402.

(c) **Covered Entity.** "Covered Entity" shall mean the County of Mono, a hybrid entity, and its designated covered components, which are or may be subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

(e) **Electronic Protected Health Information.** "Electronic Protected Health Information" ("EPHI") is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) **Individual.** "Individual" shall have the same meaning as the term "Individual" in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) Master Agreement. “Master Agreement” shall mean the memorandum of understanding between the Business Associate and the Covered Entity regarding the provision of juvenile detention services, captioned “AGREEMENT FOR SERVICES #410-S1611”, the agreement to which this Attachment is attached and of which it is made a part.

(h) Minimum Necessary. “Minimum Necessary” shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d)(1): *Standard: Minimum Necessary Requirements*.

(i) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.

(l) Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his/her designee.

(m) Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

4. **Compliance with the HIPAA Privacy and Security Rules.**

(a) Business Associate acknowledges that it may be required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504; and Business Associate agrees to comply therewith.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

5. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Exhibit 1 to this Attachment, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the scope of work set forth in the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or

to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. Appropriate Safeguards.

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. Reporting Unauthorized Uses and Disclosures.

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other

than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

9. Indemnification.

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party

shall survive the expiration or termination of this Agreement.

10. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, or a person or entity designated by the Individual in order to meet the requirements under Section 164.524 and HITECH Act Section 13405(e)(1).

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. Obligations of Covered Entity.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. Agents and Subcontractors of Business Associate.

(a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements

and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. Term and Termination.

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. **Entire Agreement.** This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Mono County Privacy Officer
Office of County Counsel
P.O. Box 2415
Mammoth Lakes, CA 93546

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. **Lost Revenues; Penalties/Fines.**

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

HIPAA BUSINESS ASSOCIATE PROVISIONS

As provided in Paragraph 5 of Attachment A of this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified below, or as otherwise specified in the Master Agreement authorizing functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

Authorized Purposes (in any in addition to the purposes set forth in the Scope of Work):

All reasonable purposes not otherwise restricted and consistent with the Business Associate's scope of work set forth in the Master Agreement.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 15, 2016

Departments: Finance

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

SUBJECT Moody's Assigns an Initial Aa3 Issuer Rating to Mono County, CA **BEFORE THE BOARD**

AGENDA DESCRIPTION:

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

Moody's Investor Report assigning an initial Aa3 Issuer Rating to Mono County, CA.

RECOMMENDED ACTION:

Receive Moody's Investor Report assigning an initial Aa3 Issuer Rating to Mono County, CA, discuss the County's credit strengths, challenges and rating outlook and provide any desired direction to staff.

FISCAL IMPACT:

No immediate fiscal impact. An issuer rating of Aa3 enhances Mono County's ability to obtain debt with competitive terms.

CONTACT NAME: Janet Dutcher

PHONE/EMAIL: 760-932-5494 / jdutcher@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
Moody's Investor Report - Mono County, CA

History

Time

Who

Approval

11/8/2016 6:11 AM	County Administrative Office	Yes
11/6/2016 3:53 PM	County Counsel	Yes
11/1/2016 5:56 AM	Finance	Yes



DEPARTMENT OF FINANCE

AUDITOR-CONTROLLER

COUNTY OF MONO

Stephanie M. Butters
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM
Director of Finance

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

TO: Honorable Board of Supervisors

FROM: Janet Dutcher, Finance Director

DATE: November 15, 2016

SUBJECT: Mono County Issuer Rating from Moody's

RECOMMENDATION:

Receive Investor Report from Moody's assigning an initial Aa3 issuer rating to Mono County, CA, discuss the County's credit strengths, challenges and rating outlook and provide any desired direction to staff.

DISCUSSION:

Moody's Investors Service has assigned an initial Aa3 Issuer Rating to Mono County, CA.

Credit ratings are forward-looking opinions about the relative credit risks associated with financial obligations. The long-term rating scale used by Moody's for investment grade assignments is illustrated below:

INVESTMENT GRADE	Aaa	Highest quality, subject to the lowest level of credit risk.
	Aa1	Judged to be of high quality and are subject to a very low credit risk.
	Aa2	
	Aa3	
	A1	Judged to be upper-medium grade and are subject to low credit risk.
	A2	
	A3	
	Baa1	Judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics.
	Baa2	
	Baa3	

Moody's assigns two types of ratings. One type is for the "underlying" credit strength of a given bond issuance. The other type is an issuer rating which is based on the financial strength of the entity. Mono County has received the second type of rating, an issuer rating, which represents the same level of security available to general obligation bonds.

The Finance Department requested an issuer rating by filing an application last June with Moody's US Public Finance Group. This process involved the steps listed below:

STEP 1	Assignment of a lead analyst as primary contact and the individual responsible for leading the rating committee discussion.
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STEP 2	The appropriate rating methodology is identified. The methodology (see scorecard below) is the framework for assessing creditworthiness.
STEP 3	The analyst gathers and analyzes information that includes such information as audited financial statements, budgets and other financial data and schedules.
STEP 4	Credit discussions take place between the issuer and the analyst. This assists the lead analyst to prepare materials for the rating committee review.
STEP 5	Rating committee review takes place which concludes with the committee assigning an initial rating.
STEP 6	Moody's publishes the rating and the rating report.

The Moody's methodology for evaluating credit quality is the "scorecard." It provides summarized guidance about those factors considered important in assigning ratings. The objective portion of the scorecard (called the above the line scorecard) is based on historical inputs that are weighted and then compared against a universal scale.

Mono County's above-the-line scorecard

FACTOR	SUB-FACTOR	MONO COUNTY MEASUREMENT	RATING SCALE
ECONOMY TAX BASE	Tax base size (\$000)	\$5,625,913	Aa
	Full value per capita	\$382,845	Aaa
	Wealth (median family income)	112.30%	Aa
FINANCES	Fund balance (% of revenues)	14.01%	A
	Fund balance trend (5-year change)	-14.42%	Baa
	Cash balance (% of revenues)	30.0%	Aaa
	Cash balance (5-year change)	12.27%	Aa
MANAGEMENT	Institutional framework	Moderate legal ability to match resources with spending	A
	5-year average revenues / expenditures	0.97x	Baa
DEBT / PENSIONS	Net direct debt / full value	0.10%	Aaa
	Net direct debt / revenues	0.1x	Aaa
	3-year average Moody's adjusted net pension liability / full value	1.77%	Aa
	3-year average Moody's adjusted net pension liability / revenues	2.4x	A
RESULTS	Total Score and above-the-line rating	2.24	Aa3

Below-the-line, or subjective adjustments, were made by the rating committee and included ½ point increase for the statutory lien benefit of general obligation bonds (applies to all issuer ratings) and ½ point decrease for a concentration of tourism impacting our economy. Our Moody's Investors Service rating report is attached. It summarizes our credit strengths, challenges and rating outlook.

FISCAL IMPACT:

No immediate fiscal impact. An issuer rating of Aa3 enhances Mono County's ability to obtain debt with competitive terms.

CREDIT OPINION

26 October 2016

Update

Rate this Research >>

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Mono County, CA

Rating Update - Moody's Assigns an Initial Aa3 Issuer Rating to Mono County, CA

Summary Rating Rationale

Moody's Investors Service has assigned an initial Aa3 Issuer Rating to Mono County, CA. The Aa3 rating reflects the county's growing tax base with a local economy concentrated in tourism, above average wealth levels, improved finances following reductions in reserves during the recession and low debt levels with potential future borrowing. The issuer rating incorporates credit factors that would be present in the county's general obligation bond rating if the county had outstanding general obligation debt.

Credit Strengths

- » Resumed tax base growth emerging from the recession
- » Above average socioeconomic levels
- » Negligible direct debt burden

Credit Challenges

- » Assessed valuation that has yet to reach its pre recession peak
- » Concentration of local economy in tourism, leading to more volatile revenue streams
- » Increasing pension costs

Rating Outlook

Rating outlooks are typically not assigned to issuers with this amount of debt outstanding.

Factors that Could Lead to an Upgrade

- » Sustained and substantial growth in assessed valuation
- » Sustained strengthening in reserves and liquidity

Factors that Could Lead to a Downgrade

- » Deterioration in financial position
- » Substantial declines in taxable values

Key Indicators

Exhibit 1

Mono County	2011	2012	2013	2014	2015
Economy/Tax Base					
Total Full Value (\$000)	\$ 5,514,666	\$ 5,378,045	\$ 5,318,660	\$ 5,294,130	\$ 5,383,414
Full Value Per Capita	\$ 389,014	\$ 383,379	\$ 366,981	\$ 374,329	\$ 366,343
Median Family Income (% of US Median)	121.4%	113.2%	111.6%	112.3%	112.3%
Finances					
Operating Revenue (\$000)	\$ 40,071	\$ 40,540	\$ 39,208	\$ 40,964	\$ 41,788
Fund Balance as a % of Revenues	21.7%	18.1%	16.4%	11.9%	14.0%
Cash Balance as a % of Revenues	13.8%	17.1%	16.2%	18.2%	30.0%
Debt/Pensions					
Net Direct Debt (\$000)	\$ 3,798	\$ 7,669	\$ 6,978	\$ 6,231	\$ 5,430
Net Direct Debt / Operating Revenues (x)	0.1x	0.2x	0.2x	0.2x	0.1x
Net Direct Debt / Full Value (%)	0.1%	0.1%	0.1%	0.1%	0.1%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	N/A	N/A	2.2x	2.4x	2.4x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	N/A	N/A	1.6%	1.9%	1.8%

Source: Mono County and Moody's Investors Service

Detailed Rating Considerations

Economy and Tax Base: Local Economy with Substantial Concentration in Tourism Demonstrates Renewed Growth Emerging from the Recession

Located on the eastern side of the Sierra Nevada, between Yosemite National Park and Nevada, Mono County includes both Mono and June lakes as well as the ski resort town of Mammoth Lakes, offering residents and visitors a variety of recreational activities and natural splendor. The county also has an agricultural tradition with a variety of locally grown products. The local economy is heavily concentrated in tourism, leading to potentially more volatile revenue streams as well as exposure to future weather variability as snowfall levels are correlated with skier visits during the winter months.

Following four years of consecutive declines from fiscal 2011 through 2014, county assessed valuations have now resumed growth emerging from the recession, increasing an average of 2.13% annually over the last three years. Now exceeding \$5.6 billion in fiscal 2017, the county's assessed valuations have yet to return to a pre recession peak of \$5.9 billion in fiscal 2010, although future increases are anticipated supported by increasing home values, Prop. 8 reassessments and improved economic activity. Property tax revenues account for over 50% of general fund revenues, and increases in assessed valuation have supported improved revenue growth.

Socioeconomic levels are favorable, with assessed valuation per capita equal to \$382,845 and an MFI equal to 112.3% of the US median. The county's median home sale price as of September 2016 equaled \$216,000, and while demonstrating volatility, has generally been rising coming out of the recession. The county's population and employment continue to expand, with an unemployment rate of 5.2% as of August 2016 comparing favorably with state (5.6%) and national figures of 5.0% for the same time period.

While constituting less than 10% of general fund revenues, transient occupancy taxes ("TOT") represent an important revenue stream and provide a good indication of the level of visitors and economic activity in the county, and in fiscal 2016, these receipts reached an all-time high of over \$3 million. Receipts have demonstrated historical volatility, however recent growth has been strong, with collections increasing an average of close to 7.8% annually over the past three years. Although the county's economy retains exposure to variations in tourism, second home ownership and weather, continued, moderate growth is expected with maintenance of favorable wealth levels.

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moody's.com for the most updated credit rating action information and rating history.

Financial Operations and Reserves: Finances Demonstrate Improvement Emerging from the Recession Supported by Reserve Policies and Establishment of Economic Stabilization Fund

Following five years of consecutive operating deficits during the recession, the county's finances demonstrate improved results supported by resumed revenue growth, tightened expenditure controls and the establishment of a targeted reserve levels. In addition to a policy of retaining an emergency and catastrophic reserve of between at least 5% and 15%, the county has also established an economic stabilization fund currently equal to \$1.2 million. Higher reserve levels should help safeguard against the previous expenditure reductions that were required during the recession, including furlough days and no step increases for seven years.

In fiscal 2015, available operating fund balance approached \$5.9 million or 14% of revenues. While available general fund reserves have increased from a low of \$4.8 million (11.2%) in fiscal 2014, this remains below a previous high of close to \$11.9 million (27.6%) attained in fiscal 2010.

Unaudited results for fiscal 2016 demonstrate a second consecutive operating surplus of close to \$4 million, supporting by increased property and TOT collections as well as stability in state and federal funding levels. Going forward, the county's fiscal 2017 budget is based upon conservative assumptions including budgeted TOT revenues of less than \$3 million, essentially flat with fiscal 2016 collections. Positively, however, an improved economy has provided important budgetary relief, and as an example, the county was able to award a 2% salary increase to employees in January. The fiscal 2017 budget also increases general fund support of road projects from \$600,000 to \$800,000, includes allocations for vehicle purchases, utilizes \$203,000 of accumulated fines and penalties restricted for criminal facility capital projects for these purposes, and allocates \$90,000 for expenditures on a financial system. The county is also now reconciling previous general fund payments for fire refuge removal costs and processing home insurance reimbursements that are expected to be collected in the current fiscal year.

LIQUIDITY

In tandem with increasing reserve levels, the county's liquidity has also improved, with net cash balances reaching \$12.5 million in fiscal 2015 or a favorable 30% of revenues. Going forward, we expect that the county's liquidity position will remain in line with similarly rated credits nationally.

Debt and Pensions: Extremely Low Direct Net Debt Burden with Manageable Pension and OPEB Obligations

The county's net direct debt burden is negligible at 0.1% of assessed valuation. Outstanding governmental bonds are limited to \$2.16 million of taxable pension obligation bonds ("POBs") issued in 2012. The POBs were issued to refund the side fund created by PERS when the county's safety units were placed in the CalPERS multi-employer risk pool. At that time, side funds were created to equalize contribution rates among the risk pool employers. The POB's partially refunded the existing unfunded accrued liability. Without the POBs, the county's safety actuarial contribution rates would have been much higher. As a result, the refunding is expected to save the County approximately \$528,000 over the 12 year life of the bonds.

Of note, the county is currently contemplating alternatives for the development of a new government center in Mammoth Lakes. The county currently leases approximately 30,000 square feet in two separate buildings under two lease agreements that expire over the next three years. Various options are being considered, including renovation of the county's existing leased space as well as construction of a new facility that would be jointly financed and occupied by both the county and the Town of Mammoth Lakes. While project costs and financing alternatives are still being developed, construction costs of a new government center are currently estimated at \$30 million. Even if this obligation were included, the county's debt ratios would remain quite modest, with a direct net debt burden as a percent of assessed valuation of 0.63% and net direct debt to operating revenues of 0.8 times; figures that would remain comparable to those of counties nationally at a similar rating level.

DEBT STRUCTURE

All of the county's outstanding debt consists of fixed-rate obligations with rapid amortization. The Series 2012 POBS, for example, are fully repaid by 2023. The county's low direct debt burden and rapid amortization provide substantial flexibility as the county contemplates potential future borrowing.

DEBT-RELATED DERIVATIVES

The county has no debt related derivatives.

PENSIONS AND OPEB

County employees are eligible to participate in the county's multiple-employer, defined benefit plans that are part of the California Public Employees Retirement System (CalPERS). The county's three-year adjusted net pension liability (ANPL) is moderate at 1.77% of AV and 2.4 times operating revenues. Moody's ANPL reflects certain adjustments we make to improve comparability of reported pension liabilities. The adjustments are not intended to replace the county's reported liability information, but to improve comparability with other rated entities.

County officials expect pension costs to rise over the next 3-5 years with the state's adjustments to reduced investment earnings assumptions and then level off somewhat as a greater proportion of employees are covered under new agreements with lower benefit costs.

The county also offers a single-employer, postemployment healthcare plan. OPEB obligations are funded on a pay-as-you-go basis, and favorably, the county has continued to overfund its annual required contribution. In fiscal 2015, for example, the county contributed \$2.58 million (172%) of its \$1.5 million annual OPEB cost. As of January 1, 2014, the most recent actuarial valuation date, the county's unfunded accrued liability approached \$13.97 million, equivalent to a funded ratio of 45.99%. Additionally, the county expects to eliminate retiree health benefits completely over the next 5-8 years as employees are moved to a 401(a) Plan under, which the county will match up to 3% of employee contributions. This initiative will help reduce uncertainty related to the costs of future post retirement benefits. In fiscal 2015, the county's combined pension and OPEB contributions totaled \$5.1 million or 13% of general fund revenues.

Management and Governance

The county is governed by a five-member, elected Board of Supervisors with overlapping terms. Positively, the county has recently filled a number of management vacancies with experienced staff members now in place. Challenges faced during the recession are evident in the county's five-year average of operating revenues as a percent of operating expenditures of 0.97 times, although this figure is expected to improve somewhat going forward.

California counties have an institutional framework score of "A" or moderate. Primary sources of unrestricted revenues come from property tax and sales tax. Service charges and state aid make up significant sources of county revenues as well, however are usually restricted to specific purposes. Property taxes are fairly predictable, given the states constitutional formula, known as "Prop. 13", while sales taxes are extremely sensitive, either to the local economy or the states financial position. Expenditure flexibility is similarly limited, although somewhat less so than revenues.

Legal Security

The issuer rating assumes the same legal security available to general obligation bonds were they outstanding.

Use of Proceeds

N/A

Obligor Profile

Located on the eastern side of the Sierra Nevada, between Yosemite National Park and Nevada, Mono County includes both Mono and June lakes as well as the ski resort town of Mammoth Lakes, offering residents and visitors a variety of recreational activities and natural splendor. The county also has an agricultural tradition with a variety of locally grown products. The local economy is heavily concentrated in tourism. The county's current population is estimated at 14,695 and continues to grow. The State of California, Department of Finance Demographic Research Unit projects that the county's population will reach 16,828 by 2045.

Methodology

The principal methodology used in this rating was US Local Government General Obligation Debt published in January 2014. Please see the Rating Methodologies page on www.moody.com for a copy of this methodology.

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 15, 2016

Departments: CAO

TIME REQUIRED 10 minutes (2 minute presentation; 8 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Leslie Chapman

SUBJECT Location Change for Mammoth Board Meeting

AGENDA DESCRIPTION:

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

Proposed location change for the third Board meeting of each month from the Sierra Center Mall in Mammoth to the Town Council chambers.

RECOMMENDED ACTION:

Authorize staff to seek approval from the Town Council, Town of Mammoth Lakes, to use the Town Council Chamber for the Mammoth Board meeting for the third Tuesday of each month on a permanent basis.

FISCAL IMPACT:

None at this time; however, staff time will be required to move equipment and a County Seal will need to be added to or substituted for the Town Seal on Board meeting days at minimal cost to the County.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5414 / 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:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time	Who	Approval
11/10/2016 5:16 AM	County Administrative Office	Yes
11/9/2016 10:47 AM	County Counsel	Yes
11/10/2016 7:05 AM	Finance	Yes



COUNTY OF MONO

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

Leslie L. Chapman
County Administrative Officer

To: Board of Supervisors
From: Leslie Chapman
Date: November 15, 2016
Re: Proposed location change for the third Board meeting of each month from the Sierra Center Mall in Mammoth to the Town Council chambers.

Recommended Action

Authorize staff to seek approval from the Town Council, Town of Mammoth Lakes, to use the Town Council Chamber for the Mammoth Board meeting for the third Tuesday of each month on a permanent basis.

Discussion

The Mono County Board of Supervisors currently utilizes a large conference room on the 3rd Floor of the Sierra Center Mall as its Board Chambers in Mammoth Lakes. This room is generally poorly designed and has proven to be inadequate for this purpose.

The Town of Mammoth Lakes has indicated that Board of Supervisors may use the Town Council Chambers in Suite Z of the Minaret Mall for their monthly Mammoth meeting. The benefits of Suite Z include a larger space which is permanently set up as a Boardroom, adequate HVAC, and modern technology which can support video conferencing, Granicus streaming, as well a TV broadcast. Relocating into this space will provide a better experience for the Board, staff, and the general public, as well as save a considerable amount of staff time which is currently required for setup, take-down, and AV support in the current room.

Little work is needed to prepare Suite Z for County use. The largest issue that would need to be addressed is the Town of Mammoth Lakes lettering and logo that serves as a backdrop behind the dais. This could be remedied by a pull down screen with the County logo or adding the logo to the existing wall so both the Town and County logos are visible. Additionally, the Board would need to adopt a resolution changing the location of its regular meeting to Suite Z for the third Tuesday of each month. All technology is in place, and easily configurable for County use.

Finally, the template in Novus, the County's agenda software, would have to be changed to ensure proper meeting noticing and the Board Rules of Procedure would need to be revised to reflect the new location.

Fiscal Impact

None.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 15, 2016

Departments: CAO, Finance, Human Resources

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Leslie Chapman, Janet Dutcher, Dave Butters

SUBJECT Resolution Amending Personnel Rules to Provide for Biweekly Pay Periods

AGENDA DESCRIPTION:

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

Proposed resolution amending sections 090 and 240 of the Mono County Personnel Rules to provide for biweekly pay periods and making corresponding adjustments to the timing of step increases.

RECOMMENDED ACTION:

Adopt proposed resolution #R16-___. Provide any desired direction to staff.

FISCAL IMPACT:

There is minimal impact from changing to bi-weekly pay periods.

CONTACT NAME: Leslie Chapman, Janet Dutcher, Dave Butters

PHONE/EMAIL: 760-932-5414 (Leslie) 760-932-5494 (Janet), 760-932-5413 (Dave) / lchapman@mono.ca.gov, jdutcher@mono.ca.gov, dbutters@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
Resolution
Exhibit

History

Time	Who	Approval
11/10/2016 4:59 AM	County Administrative Office	Yes
11/9/2016 12:08 PM	County Counsel	Yes
11/10/2016 7:02 AM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5413 • FAX (760) 932-5411

Dave Butters

Director of Human Resources

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: November 15, 2016

Subject: Personnel Rule Changes for Conversion to Biweekly Payroll

Recommendation: Approve modifications to Mono County Personnel Rules section 090 and 240.

Background: As we convert to a biweekly payroll period there are two Personnel Rules which require modification.

Section 090 – Step Increase advancement: This rule identifies how anniversary dates are established for step increases, how employees qualify for a step increase, and the effective date of a step increase. We are only proposing a change to defining the effective date of a step increase.

Currently, a step increase effective date is determined by the date within a calendar month that the anniversary date falls. If the anniversary date falls within the first 15 calendar days of a month the step increase is effective on the first day of that calendar month. If the anniversary date is after the 15th of the month that step increase will become effective on the first day of the subsequent month. This worked well with a monthly payroll cycle but would be inefficient and illogical for a biweekly payroll process. Our proposed change would be to identify the effective date of a step increase as the first day of the biweekly payroll period the anniversary date falls within.

Section 240 – Payroll Periods: This rule currently defines the payroll period as monthly and we are proposing a change to define the payroll period as biweekly, 14 consecutive days beginning on Sunday and ending on Saturday.

Fiscal Impact: There is minimal impact from changing to bi-weekly pay periods.

For questions, please call Dave Butters at 760 932-5413 or email dbutters@mono.ca.gov



R16-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AMENDING
SECTIONS 090 AND 240 OF THE MONO COUNTY
PERSONNEL RULES TO PROVIDE FOR
BIWEEKLY PAY PERIODS AND MAKING
CORRESPONDING ADJUSTMENTS TO THE
TIMING OF STEP INCREASES**

WHEREAS, the Mono County Personnel Rules applicable to all employee bargaining units currently provide for monthly pay periods (Section 240) and for the implementation of step increases in conjunction with those pay periods (Section 090); and

WHEREAS, having met and conferred in good faith with each of its employee bargaining units regarding the matter, the County wishes to amend the Personnel Rules to provide for more frequent (biweekly) pay periods and to enable step increases to occur at the beginning of a pay period;

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

Effective January 1, 2017, Sections 090 and 240 of the Mono County Personnel Rules applicable to all bargaining units are amended to read as shown in Exhibit "A", attached hereto and incorporated by this reference.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2016, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Fred Stump, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

Exhibit "A"

090 Salary Step Advancement

After six months of satisfactory service a new, probationary employee who started at Step A, or a current employee promoted to a new position at Step A, is eligible to receive a step advancement to Step Aa. This date shall be the employee's new anniversary date. The step increase shall apply to the entire pay period in which the new anniversary date falls (for example, if the new anniversary date falls on the fifth day of the pay period, the employee will receive the increase for the entire pay period). All permanent County employees at any step other than Step "A," (excepting Department Heads, at-will employees, and elected officials) will become eligible to advance one step after a satisfactory service period of one year on the employee's anniversary date. Step increases shall not be automatic, but shall only be given upon affirmative recommendation of the Department Head following the completion of a performance evaluation where the performance is rated as satisfactory or better. Step increases may also be suspended by action of, or pursuant to the direction of, the Board of Supervisors.

240 Payroll Periods

Mono County has a bi-weekly payroll period. Each pay period begins on Sunday and continues for fourteen (14) consecutive days, ending on Saturday.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 15, 2016

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

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

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 15, 2016

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: California Department of Resources Recycling and Recovery (CalRecycle) and Local Enforcement Agency (LEA) investigation of apparent illegal dumping at or near Paradise Camp dump site.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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YES NO

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No Attachments Available

History

Time	Who	Approval
11/8/2016 5:06 AM	County Administrative Office	Yes

11/3/2016 7:42 PM

County Counsel

Yes

11/8/2016 11:02 AM

Finance

Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 15, 2016

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Names of cases: United States of America, *et al.* v. Walker River Irrigation District, *et al.* (Two appeals in subdivision "B" of underlying action, generally regarding additional water rights asserted by United States and Walker River Paiute Tribe.)

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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History

Time

11/8/2016 5:34 AM

Who

County Administrative Office

Approval

Yes

11/3/2016 7:41 PM

County Counsel

Yes

11/8/2016 11:01 AM

Finance

Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 15, 2016

TIME REQUIRED

SUBJECT Closed Session - Real Property
Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Sierra Center Mall, Mammoth Lakes. Agency negotiators: Leslie Chapman, Janet Dutcher, Tony Dublino, Stacey Simon. Negotiating parties: Mono County and Highmark Mammoth Investments, LLC. Under negotiation: Price and terms of payment.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
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YES NO

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History

Time	Who	Approval
11/9/2016 9:47 AM	County Administrative Office	Yes
11/8/2016 5:04 PM	County Counsel	Yes

11/10/2016 6:56 AM

Finance

Yes