



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

### Regular Meeting September 1, 2015

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

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

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at [www.monocounty.ca.gov](http://www.monocounty.ca.gov). If you would like to receive an automatic copy of this agenda by email, please send your request to Bob Musil, Clerk of the Board: [bmusil@mono.ca.gov](mailto:bmusil@mono.ca.gov).

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

12:00 PM 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 - NONE**

**3. RECOGNITIONS - NONE**

**4. BOARD MEMBER REPORTS**

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

**5. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**6. DEPARTMENT/COMMISSION REPORTS**

**7. CONSENT AGENDA**

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

**A. Long Valley Regional Planning Advisory Committee Membership Appointment**

Departments: Community Development Department

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

**Recommended Action:** Supervisor Stump, District 2, requests Board consideration of his recommendation for membership / term for the Long Valley Regional Planning Advisory Committee (6 members total).

**Fiscal Impact:** None.

**B. Finance Department Hiring Freeze Variance Request**

Departments: Finance

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

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

**Fiscal Impact:** The maximum (FTS IV) impact to the general fund will total \$73,566 for this fiscal year (\$35,190 salary and \$38,376 benefits). The fiscal impact for a full year is \$98,088 (\$46,920 salary and \$51,168 benefits). There is sufficient appropriation in the 2015/16 budget.

**C. 2015-16 Tax Rates**

Departments: Finance

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

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

**Fiscal Impact:** None. Allows for the collection of voter approved debt.

**D. 2015-16 Appropriations Limit**

Departments: Finance

Establishing the 2015-16 Appropriations Limit.

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

**Fiscal Impact:** None.

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

Departments: Solid Waste Division of Public Works

5 minutes

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

**Recommended Action:** Approve County entry into proposed Second Amendment to Agreement with TEAM Engineering of Bishop, CA and authorize CAO to execute said contract on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:** Approximately \$70,000 per year, currently budgeted within the Solid Waste Enterprise Fund.

**8. CORRESPONDENCE RECEIVED (INFORMATIONAL)**

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

**A. Stephen Kalish Letter**

Departments: Clerk of the Board

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

**B. Fish and Game Notice**

Departments: Clerk of the Board

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

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**9. REGULAR AGENDA - MORNING**

**A. State and Local Transportation Infrastructure**

Departments: Public Works - Road

10 minutes (5 minute presentation; 5 minute discussion)

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

**Recommended Action:** Consider and potentially adopt Resolution No. R15- , "A Resolution of the Mono County Board of Supervisors Urging the State of California to Provide New Sustainable Funding For State and Local Transportation Infrastructure." Provide any desired direction to staff.

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

**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.)

**10. CLOSED SESSION**

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

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

**B. Closed Session - Conference With Legal Counsel**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1.

**ADJOURN**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 1, 2015

**Departments: Community Development Department**

**TIME REQUIRED**

**SUBJECT** Long Valley Regional Planning  
Advisory Committee Membership  
Appointment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

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

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### RECOMMENDED ACTION:

Supervisor Stump, District 2, requests Board consideration of his recommendation for membership / term for the Long Valley Regional Planning Advisory Committee (6 members total).

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Courtney Weiche

**PHONE/EMAIL:** 760-924-1803 / cweiche@mono.ca.gov

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

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/26/2015 9:54 AM	County Administrative Office	Yes
8/25/2015 1:49 PM	County Counsel	Yes
8/26/2015 9:58 AM	Finance	Yes

# Mono County Community Development Department

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

## Planning Division

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

**Board Meeting Date:** September 1, 2015 (Consent Item)

**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Courtney Weiche, Associate Planner, for Fred Stump, Supervisor  
**Subject:** Appointment of one Long Valley Regional Planning Advisory Committee Member

### Action Requested

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

### Fiscal/Mandates Impact

No fiscal impacts are expected.

### Current Fiscal Year Budget Projections

No impact is expected on current fiscal year budget projections.

### Discussion

Supervisor Stump, District 2, requests Board consideration of his recommendation for membership / term for the Long Valley Regional Planning Advisory Committee (6 members total).

RPAC member recommended for appointment:

Christopher Klein

Term Expires:

02-01-18

Existing RPAC Members:

Hank Brown

02-01-17

Lee Scotese

02-01-17

Ron Day

02-01-17

Haislip Hayes

02-01-18

Laura Beardsley

02-01-18

If you have any questions regarding this item, please contact Supervisor Stump or Courtney Weiche at 924-1803.





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 1, 2015

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT** Finance Department Hiring Freeze  
Variance Request

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

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

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### RECOMMENDED ACTION:

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

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### FISCAL IMPACT:

The maximum (FTS IV) impact to the general fund will total \$73,566 for this fiscal year (\$35,190 salary and \$38,376 benefits). The fiscal impact for a full year is \$98,088 (\$46,920 salary and \$51,168 benefits). There is sufficient appropriation in the 2015/16 budget.

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**CONTACT NAME:** Leslie Chapman

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

---

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/26/2015 9:53 AM	County Administrative Office	Yes
8/26/2015 5:55 PM	County Counsel	Yes
8/20/2015 10:27 AM	Finance	Yes



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

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

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

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

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

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

To: Honorable Board of Supervisors

From: Leslie Chapman

Date: August 20, 2015

**Subject:**

Finance Dept. FTS hiring freeze variance request

**Recommendation:**

1. Approve the recruitment and hiring of an FTS II, III or IV position in the Finance Department.

**Background:**

The Finance Department held three vacancies open for over a year to save money and help balance the County budget. While the mission has been accomplished, this shortage in the Treasurer-Tax Collector's office is taking its toll on remaining staff and is not sustainable. Additionally, certain obligations of the Treasurer-Tax Collectors office, such as the delinquent tax sale, have been postponed indefinitely. With the recent adoption of the 2015-16 County budget which includes an allocation for this full-time position, we are asking that your board approve one full-time FTS II, III or IV position for the Treasurer – Tax Collector's office.

**Fiscal Impact:**

The maximum (FTS IV) impact to the general fund will total \$73,566 for this fiscal year (\$35,190 salary and \$38,376 benefits). The fiscal impact for a full year is \$98,088 (\$46,920 salary and \$51,168 benefits). There is sufficient appropriation in the 2015/16 budget.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 1, 2015

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT** 2015-16 Tax Rates

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

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

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### RECOMMENDED ACTION:

Approve and authorize the Chairman's signature on proposed Resolution No. R15- \_\_\_\_\_ establishing the 2015-16 tax rates on the secured roll.

---

### FISCAL IMPACT:

None. Allows for the collection of voter approved debt.

---

**CONTACT NAME:** Roberta Reed

**PHONE/EMAIL:** 760 932-7861 / rreed@mono.ca.gov

---

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/26/2015 9:51 AM	County Administrative Office	Yes
8/25/2015 4:14 PM	County Counsel	Yes
8/27/2015 9:13 AM	Finance	Yes



# DEPARTMENT OF FINANCE COUNTY OF MONO

---

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

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

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

*P.O. Box 495*  
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*P.O. Box 556*  
*Bridgeport, California 93517*  
*(760) 932-5490*  
*Fax (760) 932-5491*

**TO:** Board of Supervisors

**FROM:** Roberta Reed, Assistant Finance Director

**DATE:** September 1, 2015

**SUBJECT:** Tax Rates for Fiscal Year 2015-16

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**RECOMMENDATION:**

Approve and authorize the Chairman's signature on proposed Resolution approving the Tax Rates for Fiscal Year 2015-16.

**BACKGROUND:**

The tax rates are established by law (Proposition 13) and the various bond issues voters have approved for their area throughout the county. These bond issues include the most recent bond series approved by the voters for the Eastern Sierra Unified School District and the Southern Mono Hospital District, as well as Mammoth Unified School District. The tax rates for the Round Valley School District and Bishop Union High School are prepared by the Auditor-Controller of Inyo County based in part by the values of the affected tax rate areas.

**FISCAL IMPACT:**

None. Adoption of the proposed Resolution only allows the adopted rate to be placed on the tax rolls to allow the County to collect not only the statutory 1% tax on property, but also to collect appropriately for voter approved debt.



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3                   **RESOLUTION NO. \_\_\_\_\_**  
4                   **BOARD OF SUPERVISORS, COUNTY OF MONO**

5                   **ESTABLISHING THE 2015-16 TAX RATES ON THE SECURED ROLL**  
6

7                   **WHEREAS**, Section 29100 of the California Government Code requires the Board of  
8 Supervisors to adopt by resolution the rates of taxes on the secured roll; and

9                   **WHEREAS**, the County Auditor-Controller has duly computed tax rates for the 2015-16  
10 secured roll that will comply with the requirement of state law, including, but not limited to, those  
11 imposed by Section 29100 of the Government Code; and

12                   **WHEREAS**, a copy of said tax rates is attached hereto as Exhibit "A" and incorporated herein  
13 by this reference.

14                   **NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that  
15 the tax rates set forth in Exhibit "A" hereto are hereby adopted for the 2015-16 secured roll.

16                   **APPROVED AND ADOPTED** this 1st day of September, 2015, by the following vote of said  
17 board:

18                   **AYES:**  
19                   **NOES:**  
20                   **ABSENT:**  
                    **ABSTAIN:**

21                   \_\_\_\_\_  
22                   **TIMOTHY E. FESKO, CHAIRMAN**  
                    **BOARD OF SUPERVISORS**  
                    **COUNTY OF MONO**

23  
24                   ATTEST:  
25                   ROBERT MUSIL  
                    CLERK OF THE BOARD

26                   APPROVED AS TO FORM

27                   \_\_\_\_\_  
28                   **MARSHALL RUDOLPH**  
                    **COUNTY COUNSEL**

**COUNTY OF MONO**

**TAX RATES**

**2015-16**

<b>TAX AREAS 051-000 THRU 051-013/ 051-019 THRU 051-034</b>				<b>PERCENTAGE</b>
PROP 13 (1% Limit)				1.000000
ESUSD BOND Current				0.065852
ESUSD BOND Redemption				0.000000
			<b>TOTAL</b>	<b>1.065852</b>
<b>TAX AREAS: 051-014 THRU 051-018</b>				
PROP 13 (1% Limit)				1.000000
ESUSD BOND Current				0.065852
ESUSD BOND Redemption				0.000000
			<b>TOTAL</b>	<b>1.065852</b>
<b>TAX AREAS: 010-000, 010-002, 010-003,010-004, 010-006, 010-008, 010-011, 010-012</b>				
PROP 13 (1% Limit)				1.000000
Mammoth Unified Bond '98, '00 & '01				0.028107
Mammoth-Kern SFID				0.026076
Southern Mono Hospital Bond Redemption				0.029461
Southern Mono Hospital Bond Current				0.029013
			<b>TOTAL</b>	<b>1.112657</b>
<b>TAX AREAS: 010-001,010-005,010-007,010-009,010-010</b>				
PROP 13 (1% Limit)				1.000000
Mammoth-Kern SFID				0.026076
Southern Mono Hospital Bond Redemption				0.029461
Southern Mono Hospital Bond Current				0.029013
Mammoth Unified Bond '98, '00 & '01				0.028107
			<b>TOTAL</b>	<b>1.112657</b>
<b>TAX AREAS: 010-013, 059-000, 059-005, 059-007, 059-012</b>				
PROP 13 (1% Limit)				1.000000
Mammoth Unified Bond '98, '00 & '01				0.028107
Southern Mono Hospital Bond Redemption				0.029461
Southern Mono Hospital Bond Current				0.029013
			<b>TOTAL</b>	<b>1.086581</b>
<b>TAX AREAS: 060-000</b>				
PROP 13 (1% Limit)				1.000000
Round Valley Bond (Determined by Inyo County)				0.029990
Bishop HS Bond (Determined by Inyo County)				0.010094
Southern Mono Hospital Bond Redemption				0.029461
Southern Mono Hospital Bond Current				0.029013
			<b>TOTAL</b>	<b>1.098557</b>
<b>TAX AREAS: 060-001 THRU 060-006</b>				
PROP 13 (1% Limit)				1.000000
Round Valley Bond (Determined by Inyo County)				0.029990
Bishop HS Bond (Determined by Inyo County)				0.010094
			<b>TOTAL</b>	<b>1.040084</b>







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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 1, 2015

**Departments: Finance**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** 2015-16 Appropriations Limit

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**AGENDA DESCRIPTION:**

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

Establishing the 2015-16 Appropriations Limit.

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**RECOMMENDED ACTION:**

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

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**FISCAL IMPACT:**

None.

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**CONTACT NAME:** Roberta Reed

**PHONE/EMAIL:** 760 932-5492 / rreed@mono.ca.gov

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

**SEND COPIES TO:**

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**MINUTE ORDER REQUESTED:**

YES  NO

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**ATTACHMENTS:**

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## History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/26/2015 9:51 AM	County Administrative Office	Yes
8/25/2015 1:51 PM	County Counsel	Yes
8/24/2015 4:43 PM	Finance	Yes



# DEPARTMENT OF FINANCE COUNTY OF MONO

---

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

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

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

---

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

---

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

## MEMORANDUM

**TO:** Honorable Board of Supervisors

**FROM:** Roberta Reed, Assistant Finance Director

**DATE:** September 1, 2015

**SUBJECT:** 2015-16 Appropriation Limit

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### RECOMMENDATION:

Approve and authorize the Chairman's signature on proposed Resolution setting the Appropriation Limit for Fiscal Year 2015-16.

### BACKGROUND:

Under Article XIII B of the California Constitution and the statutes implementing that Article (Government Code Sections 7900 et. seq.), the governing body of every local jurisdiction in California must establish an annual appropriation limit. The appropriation limit is a limit on the amount of tax dollars that may be appropriated by the governing body during the fiscal year. It is calculated by adjusting the appropriations limit from the previous year in order to take into account "change in the cost of living and the change in population." (Cal. Const. Art. XIII B, § 1)

The County has several available choices from which to choose the factor for setting the appropriations limit. It can choose the factor that is most advantageous to the County. Of the available choices, using the County-wide population change, the Town population change, or the population change derived from contiguous counties, the County has chosen the "Alternate" rate, derived from State provided rate for cost of living changes combined with the contiguous counties population change, which gives the County the highest possible appropriations limit.

**DISCUSSION:**

The Appropriations Limit as calculated is \$26,829,026. As County tax proceeds, in conjunction with capital spending, is below this limit by \$5,306,292 this year, no change to the tax rate is required.

**FINANCIAL IMPACT:**

There is no fiscal impact at this time.



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3                   **RESOLUTION NO. \_\_\_\_\_**  
4                   **BOARD OF SUPERVISORS, COUNTY OF MONO**

5                   **ESTABLISHING THE 2015-16 APPROPRIATIONS LIMIT AND MAKING OTHER**  
6                   **NECESSARY DETERMINATIONS FOR THE COUNTY AND FOR THOSE SPECIAL**  
7                   **DISTRICTS GOVERNED BY THE BOARD OF SUPERVISORS THAT ARE REQUIRED TO**  
8                   **ESTABLISH APPROPRIATION LIMITS**

9                   **WHEREAS**, Article XIII(B) of the California Constitution and the legislation adopted to  
10 implement it (California Government Code §7901 et seq.) provide that the State and each local  
11 government that receives proceeds of taxes shall establish and be subject to an annual appropriations  
12 limit; and

13                   **WHEREAS**, the County Auditor-Controller has computed the 2015-16 appropriations limit for  
14 the County and for those special districts governed by the Board of Supervisors that are required to  
15 establish appropriations limits and, for at least fifteen days prior to the meeting at which this resolution  
16 is adopted, the documentation used in determining the appropriations limit(s) and other necessary  
17 determinations set forth in this resolution has been available for public review in the Auditor-  
18 Controller's Office.

19                   **NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors as  
20 follows:

21                   **SECTION ONE:** The percentage change in the California per capita personal income  
22 computed by the State Department of Finance is hereby selected as the "change in cost of living" for  
23 purposes of calculating the appropriation limit(s) established herein for fiscal year 2015-16. The  
24 alternative population for contiguous counties is hereby selected as the "change in population" for  
25 purposes of calculating the appropriation limit(s) established herein for fiscal year 2015-16.

26                   **SECTION TWO:** The 2015-16 appropriations limit for the County of Mono is hereby  
27 established as \$26,829,026, the calculation of which is set forth in Exhibit "A" attached hereto. The  
28 2015-16 appropriations limit(s) for those special districts governed by the Board of Supervisors that

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are required to establish appropriations limits are hereby established as shown on Exhibit "A" attached hereto.

**APPROVED AND ADOPTED** this 1st day of September, 2015, by the following vote of said board:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

**TIMOTHY E. FESKO, CHAIRMAN  
BOARD OF SUPERVISORS  
COUNTY OF MONO**

ATTEST:

APPROVED AS TO FORM

ROBERT MUSIL  
CLERK OF THE BOARD

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**MARSHALL RUDOLPH  
COUNTY COUNSEL**

## ATTACHMENT "A"

APPROPRIATION LIMIT - CLASSIFICATION OF REVENUES						
FISCAL YEAR 2015-16						
REVENUE SOURCE	2014-15	Proceeds Of Taxes	Non Proceeds Of Taxes	Allocable	Totals	
<b>TAXES</b>						
All Sources		21,359,714				
<b>Lic. Permits &amp; Franchises</b>						
Franchise		216,268				
All Other Sources			443,265			
<b>Fines, Forfeits &amp; Penalties</b>						
All Sources			822,868			
<b>Rev use of Money &amp; Prp</b>						
Interest		33,389	66,265	99,654		
Rents & Concessions		22,108	43,876	65,984		
<b>Aid from Govt. Agencies</b>						
Motor Vehicle Licence		5,017				
Aid for Agriculture		73,154				
HOPTR		42,601				
All Other Sources			27,917,005			
<b>Charges for Services</b>						
All Sources			5,921,764			
<b>Other Revenue</b>						
All Sources			1,952,704			
<b>Other Financing Sources</b>						
All Sources			6,002,057			
<b>SUB-TOTAL</b> (for allocation)		21,696,752	43,059,663	165,637		64,922,053
% for allocation		33.51%	66.49%			
<b>TOTAL REVENUE</b>		21,752,250	43,169,803			64,922,053
<b>CALCULATION OF LIMIT</b>						
Calculation Data	Price Factor	Convert to	Pop Increase	Percentage	Convert to	Factor
	Dept Finance	Factor	Dept Finance	Change	Factor	Choice
2015-16	1.0479	1.010479	Mono Unincorp	0.57	1.0057	1.0162
			Tow n ML	0.42	1.0042	1.0147
			Mono Total	0.48	1.0048	1.0153
			Alternate	0.88	1.0088	1.0194
<b>Alternate Population</b>			<b>Factor for</b>			
<b>Factor (Sec. 7901)</b>			2015-16	1.0194		
Contig. Counties	1/1/2014	1/1/2015				<b>Limit Status</b>
Alpine	1,122	1,121				
Fresno	958,094	966,273	2014-15 Limit	26,318,448		New Limit 26,829,026
Inyo	18,491	18,481	2015-16 Factor	1.0194		Proc Taxes 21,752,250
Madera	147,480	149,418				Under (Over) Limit 5,076,776
Mariposa	17,741	17,697	2015-16 Limit	26,829,026		
Mono	14,493	14,563				Less Capital Expenditures
Tuolumne	51,149	51,675				Board Approved
<b>Total Pop</b>	1,208,570	1,219,228				\$ 229,516
% Change	0.88					0 Structure & Improvement
						0 Land Acquisition
						Heavy Equipment
						<b>Under (Over) Limit 5,306,292</b>
<b>Appropriation Limit for Special Districts</b>						
<b>Under Control of Board of Supervisors</b>						
<b>2014-15</b>						
		160	163			
		Co Serv Area	Co Serv Area			<b>Special District (Mono County) Factor</b>
		#1	#5			CPI 1.0479
						Pop Change 0.5700
<b>2014-15 Limit</b>		342,842	51,617			<b>Factor 1.0162</b>
<b>2014-15 Factor</b>		1.0162	1.0162			
<b>2014-15 Limit</b>		348,409	52,455			
<b>Subject to Limit</b>		144,399	46,718			
<b>Under (Over) Limit</b>		204,010	5,737			





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     September 1, 2015

**Departments: Solid Waste Division of Public Works**

**TIME REQUIRED**     5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**                     Tony Dublino

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

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

Approve County entry into proposed Second Amendment to Agreement with TEAM Engineering of Bishop, CA and authorize CAO to execute said contract on behalf of the County. Provide any desired direction to staff.

**FISCAL IMPACT:**

Approximately \$70,000 per year, currently budgeted within the Solid Waste Enterprise Fund.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5453 / tdublino@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](#)

[Proposed Extension](#)

[Original Contract](#)

[First Extension](#)

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### History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/26/2015 9:52 AM	County Administrative Office	Yes
8/26/2015 4:58 PM	County Counsel	Yes
8/26/2015 9:55 AM	Finance	Yes



**MONO COUNTY  
DEPARTMENT OF PUBLIC WORKS  
SOLID WASTE DIVISION**

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

September 1, 2015

TO: Honorable Mono County Supervisors

FROM: Tony Dublino, Solid Waste Superintendent

**RE: Authorization to extend existing Agreement with TEAM Engineering and Management for Groundwater Monitoring and Reporting Services at Mono County Landfills**

**RECOMMENDED ACTION:**

Authorize CAO to enter into the Second Amendment to the agreement with TEAM Engineering for the Provision of Groundwater Sampling and Reporting Services. Such Amendment will extend the agreement for an additional 2.5 years, at a contract limit of \$70,000 per year.

**BACKGROUND:**

Each of the County's landfills require groundwater quality monitoring and reporting. The requirements are established by Waste Discharge Requirements issued for each landfill by the Lahontan Regional Water Quality Control Board.

A Request for Qualifications was distributed in August 2012 to identify and secure a qualified firm to provide these services, and TEAM Engineering of Bishop, CA became the selected firm and began work in September 2012. TEAM has provided these services in a professional and competent manner since. The initial one-year contract and subsequent 2-year extension were below the CAO signing limit at the time, so neither came before the Board.

Each year, the cost of services provided has been extremely close to the current contract limit of \$60,500 per year. Due to issues relating to lowering water levels that have increased costs, upcoming requirements to conduct an additional (once every 5 year) analysis at all sites, and basic inflation, staff supports an increase to the annual limit that now exceeds the CAO signing limit.

The proposed annual limit is \$70,000 per year for the next 2.5 years. This brings the total contract limit from \$181,000 to \$356,000.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,

Tony Dublino  
Solid Waste Superintendent

**AGREEMENT AND SECOND AMENDMENT TO THE AGREEMENT  
BETWEEN THE COUNTY OF MONO AND TEAM ENGINEERING  
AND MANAGEMENT, INC  
FOR THE PROVISION OF LANDFILL GROUNDWATER  
SAMPLING AND REPORTING SERVICES**

This Agreement and Second Amendment is entered into on September 1, 2015, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and TEAM Engineering and Management, Inc. of Bishop, California (hereinafter, "Contractor"), for the purpose of amending the Agreement Between the County of Mono and TEAM Engineering for the Provision of Groundwater Sampling Services, dated September 17, 2012, which was subsequently amended by the First Amendment dated September 1, 2013 (collectively hereinafter, "the Agreement"). The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 2 of the Agreement is hereby amended to provide that the term shall be through February 28, 2018.
2. Paragraph 3.D. of the Agreement is hereby amended to increase the limit on the amount payable under the Agreement from One Hundred Eighty One Thousand Dollars (\$181,000) to Three Hundred Twenty One Thousand Dollars (\$356,000).
3. Paragraph 3.D. of the Agreement is hereby amended to remove the following language: "In no case shall payment under this Agreement exceed Sixty Thousand Five Hundred Dollars (\$60,500) in any twelve month period."
4. The Scope of Work (Attachment RA) and Schedule of Fees (Attachment RA-1) of the Agreement, shall be replaced in their entirety with the revised Scope of Work and Schedule of Fees attached hereto as Attachments R2A and R2A-1, respectively, and incorporated by this reference.
4. All other provisions of the Agreement not herein modified shall remain in full force and effect.
5. This Agreement and First Amendment may be executed in counterparts.

IN WITNESS of the foregoing, the parties have signed this Agreement and First Amendment through their duly-authorized representatives, as set forth below:

**County of Mono:**

**Contractor:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Lynda Salcido

Name: Naomi Garcia

Title: Interim CAO

Date: \_\_\_\_\_

Title: President

Firm: TEAM Engineering and Management, Inc.

Date: \_\_\_\_\_

Tax ID: 77-0496054

Approved as to Form:

\_\_\_\_\_  
Stacey Simon  
Assistant County Counsel

Date

## ATTACHMENT R2A

### AGREEMENT BETWEEN COUNTY OF MONO AND TEAM ENGINEERING AND MANAGEMENT, INC. FOR THE PROVISION OF LANDFILL GROUNDWATER SAMPLING AND REPORTING SERVICES

#### TERM:

**FROM: September 1, 2015**

**To: February 28, 2018**

#### SCOPE OF WORK:

Contractor shall provide all labor, equipment, materials, supplies, transportation, disposal, taxes, and all other costs required to perform groundwater sampling and reporting services at Mono County landfills for 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2015 through 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2017. The tasks associated with these services are as follows:

**1. Groundwater Sampling:** Obtain ground water samples from monitoring wells established at landfills operated by Mono County and deliver them to the laboratory contracting with Mono County to perform sample analyses as follows:

The sampling schedule (calendar year reference) and locations shall be as follows:

- 1<sup>st</sup> & 3<sup>rd</sup> Quarters: Interim monitoring at Benton Crossing, Bridgeport, and Walker Landfills.
- 2<sup>nd</sup> & 4<sup>th</sup> Quarters: Semi-annual monitoring at Benton Crossing, Benton, Bridgeport, Chalfant, Pumice Valley and Walker Landfills.

Wells to be sampled at each location:

- Benton Landfill: MW-1, MW-2, MW-3 (depth only), and MW-4.
- Benton Crossing Landfill: MW-1, MW-2, MW-3 (depth only), MW-4, MW-5R, MW-6, and MW-7.
- Bridgeport Landfill: MW-1, MW-2, MW-3, MW-4, and MW-5.
- Chalfant Landfill: MW-1, MW-2 (depth only), MW-3, and MW-4.
- Pumice Valley Landfill: MW-1 (depth only), MW-2, MW-3, and MW-4.
- Walker Landfill: MW-1, MW-2, and MW-3.

Contractor shall provide all equipment, containers, tools, vehicles, materials, licenses, and other items necessary to obtain ground water samples. The Contractor shall be responsible for the arrangement of travel, meals, and lodging that may be required.

Contractor will send all samples to BC Labs of Bakersfield, CA, unless County provides Contractor written notice that a different laboratory is to be utilized (the "contracted laboratory"). Mono County has its own contract and billing schedule set up with the contracted laboratory and will be billed by them outside of this contract.

**2. Coordination:** Contractor shall coordinate with the County, the County's contracted laboratory, and the County's regulators as follows:

- Coordinate site access, well access, sampling schedule, sample delivery, specifications of sample analysis, and draft report delivery with Public Works personnel.
- Coordinate sampling schedule, chain-of-custody delivery, and analysis request with analytical laboratory Contractor. County will contract directly with selected laboratory for performance of analytical services.

**3. Reporting of Results:** Contractor shall provide an evaluation of results for quarterly monitoring events at County landfills based on analyses of samples provided by BC Labs, which will include:

- Analysis of VOC's (EPA 8260) at all sites.

- Analysis of dissolved metals (Appendix I, 40 CFR 258) at all sites except Benton Crossing.
- Analysis of five indicators of parameters (pH, TDS, chloride, nitrate, and sulfate) at all sampled wells.
- Decon blank and travel blank analyses.

**Contractor shall:**

- Summarize, evaluate, and analyze quarterly sampling results at Benton Crossing, Bridgeport, and Walker Landfills within current and historic context.
- Summarize, evaluate, and analyze semi-annual sampling results at Benton, Chalfant, and Pumice Valley landfills within current and historic context.
- Collection of samples for laboratory analysis of the landfill Constituents of Concern (5-yr COCs), as listed in Appendix II of 40 CFR Part 258, from each of the Mono Landfills following the specific requirements of each site's WDR. The 5-yr COCs were last analyzed in December 2011, thus should be collected and analyzed in 2016. Sample collection for the 5-yr COCs will include coordinating with the County-designated laboratory for proper sample containers, sample hold-times and specific analytical methods. Sampling for and reporting of 5-yr COC data will be conducted in conjunction with regularly scheduled sampling events and the semi-annual reporting schedule for each Mono Landfill. Mono County will be responsible for all laboratory analytical fees and shipping charges associated with the 5-yr COCs.
- Incorporate results within historic data and present as appropriate
- Prepare statistical analyses of laboratory results at applicable sites, in accordance with the method and frequency approved by the Lahontan RWQCB.
- Prepare Annual Reports (due February 15, 2016, 2017, and 2018 respectively) as to meet the requirements of the respective WDRs, and the standards of the Lahontan Regional Water Quality Control Board. A draft copy of each report, with supporting tables, figures, graphs, and other data, shall be submitted in digital format to the County on or before January 15 of each year. Response to questions from Public Works staff or the Lahontan RWQCB may be required. Contractor will be responsible for the preparation and distribution of both hard copy and electronic final reports to the County and other agencies as required on or before February 15.
- Prepare Semi-Annual Ground Water Monitoring Reports (due August 15, 2016 and 2017, respectively) as to meet the requirements of the respective WDRs, and the standards of the Lahontan Regional Water Quality Control Board. A draft copy of each report shall be submitted to the County in digital format on or before July 15 of each year. Response to questions from Public Works staff or the Lahontan RWQCB may be required. Contractor will be responsible for the preparation and distribution of both hard copy and electronic final reports to the County and other agencies as required on or before August 15.

## ATTACHMENT R2A-1

### SCHEDULE OF FEES:

#### SCHEDULE OF FEES AND CHARGES

##### MONO COUNTY LANDFILL GROUNDWATER SAMPLING AND REPORTING

**Professional Fees**

Management Consulting Fees	Individual Quote
Litigation Support and Expert Witness	Individual Quote
Senior Consultant	\$ 280.00 per hour
Principal	\$ 220.00 per hour
Project Manager	\$ 170.00 per hour
Senior Engineer/Hydrogeologist	\$ 160.00 per hour
Senior Hydrographer	\$ 155.00 per hour
Assistant Project Manager	\$ 150.00 per hour
Senior Geologist	\$ 140.00 per hour
Senior Environmental Scientist	\$ 135.00 per hour
Project Engineer/Geologist	\$ 130.00 per hour
Project Scientist	\$ 120.00 per hour
Staff Scientist	\$ 105.00 per hour
Senior Field Technician	\$ 95.00 per hour
Administrative Support	\$ 70.00 per hour

**Charges**

Mileage	\$ 1.20 per mile
Vehicle Use 2WD	\$ 105.00 per day
Vehicle Use 4WD	\$ 125.00 per day
Specialized Computer Applications	\$ 20.00 per hour
Necessary Job Related Expenses	Cost plus 15 percent

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Above fees and charges are subject to change. Charges for services will be in accordance with TEAM's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work.

Terms of payment are as follows: All balances are due and payable upon receipt. Any balance that has not been received within 30 days of the invoice date is assessed a one and one-half percent (1½%) per month late charge. The 1½% (19.56% annual) late payment charge is applied to the delinquent balance every thirty days thereafter. TEAM reserves the right to terminate work in progress on any overdue account.

Retainer fees may be required for specific projects or phases of a project. The amount and terms of the retainer will be agreed upon with the client prior to initiation of the relevant phase of the project.



**AGREEMENT BETWEEN COUNTY OF MONO AND  
TEAM ENGINEERING AND MANAGEMENT, INC  
FOR THE PROVISION OF LANDFILL GROUNDWATER  
SAMPLING SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as "the County"), has the need for the landfill groundwater sampling and reporting services of TEAM Engineering & Management, Inc. of Bishop, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

1. SCOPE OF WORK.

Contractor shall furnish the services, perform the work, and provide the associated materials and equipment for the County described in the Scope of Work (Attachment A), attached hereto and by reference incorporated herein. Requests by the County to Contractor to perform under this Agreement shall be made by the Solid Waste Superintendent of Mono County, or an authorized representative thereof. Requests to Contractor for services and work the performed under this Agreement shall be based upon the County's need for such services or work.

The County makes no guarantee or warranty, of any nature, concerning the minimum level or amount of services or work that will be requested of Contractor by the County under this Agreement. The County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from September 17, 2012, through September 2, 2013, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation.

The County shall pay Contractor in accordance with the "Schedule of Fees" (set forth as Attachment A-1) for the services and work described in "Scope of Work" (set forth in Attachment A) which are performed by Contractor at the County's request.

B. Travel and Per Diem.

Unless otherwise stated in the Scope of Work or Schedule of Fees, Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the County under this Agreement.

C. No Additional Consideration.

Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services

rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement.

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Sixty Thousand Dollars (\$60,000), hereinafter referred to as the "contract limit." The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the contract limit.

E. Billing and Payment.

Contractor shall submit to the County, not more than once per month, an itemized statement of all services and work described in the Scope of Work (Attachment A), which were done at the County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit to the County a single request for payment at the conclusion of the work. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services called for in the Scope of Work (Attachment A), the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services of work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE.

Upon the County's issuance of a "Notice to Proceed," Contractor's obligation is to perform, in a timely manner, those services and work identified in the Scope of Work (Attachment A) which are requested by the County. It is understood by Contractor that its performance of those services and work will require a varied schedule. Contractor, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County under this Agreement will be performed within the time frame set forth by the County in Attachment A.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

The Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County.

Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of the County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services.

Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to the County. County shall grant to Contractor an irrevocable, non-exclusive, fully paid-up, royalty free, worldwide license for the use of the above-mentioned properties.

8. WORKERS' COMPENSATION

Contractor shall provide worker's compensation insurance coverage, in the legally required amount, for all Contractor's employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied with and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution

of this Agreement, will provide the County with evidence of the required worker's compensation insurance coverage.

9. INSURANCE.

A. General Liability.

Contractor shall procure and maintain, during the entire term of this Agreement, a policy of general liability insurance which covers all the work and services to be performed by Contractor under this Agreement. Such insurance policy will have a per occurrence combined single limit coverage of not less than \$1,000,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and having at least a "Best's" policyholder's rating of "A" or "A+." Prior to commencing any work under this Agreement, Contractor shall provide the County: 1) a certificate of insurance documenting the evidence of the required coverage; 2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and, 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or cancelled without 30 days' written notice to the County.

B. Business Vehicle.

Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of not less than one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury and property damage liability and one million dollars (\$1,000,000) policy aggregate. The coverage shall include all Contractor-owned, non-owned, and hired vehicles employed by the Contractor in the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A). A certificate of insurance shall be provided to the County by Contractor prior to commencing any work under this Agreement. The policy shall maintain a provision prohibiting the cancellation or modification of said policy except upon 30 days' prior written notice.

C. Professional Errors and Omissions Liability Insurance.

Contractor shall provide professional errors and omission liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) policy aggregate. A certificate of insurance shall be provided to the County by Contractor prior to commencing any work under this Agreement. If professional liability of coverage is written on a claims-made form: 1) the "retro date" must be shown and must be before the date of this Agreement or prior to commencing services and work requested by the County under this Agreement; 2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of services and work performed under this Agreement; and, 3) if coverage is cancelled or non-renewed and not replaced by another claims-made policy form with a "retro date" that is prior to the date of this Agreement, Contractor must purchase "extended reporting" coverage for a minimum of five years after the completion of services and work performed under this Agreement.

D. Deductible and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared and approved by the County prior to Contractor commencing services or work requested by the County under this Agreement. If possible, the insurer shall reduce or eliminate such deductions or self-insured retentions as respects to the County, its officers, employees and volunteers. or the Contractor shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

10. STATUS OF CONTRACTOR.

All acts of Contractor, his/her agents, officers, and employees, relating to the performance of this Agreement, shall be performed by independent contractors, and not as agents, officers, or employees of the County. Contractor, by

virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

#### 11. DEFENSE AND INDEMNIFICATION.

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless County, its agents, officers, and employees (collectively, County) from and against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable.

County agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, County) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with the Project and the acts of its contractors or anyone for whom the County is legally liable.

Neither the County nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence. Further, Contractor's obligation to defend, indemnify, and hold the County its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

#### 12. RECORDS AND AUDIT.

##### A. Records.

Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

##### B. Inspections and Audits.

Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

#### 13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or

person receiving services under this Agreement, because of race, religion, color, ancestry, national origin, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor fifteen (15) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving to County fifteen (15) days' written notice of such intent to cancel to the County.

15. ASSIGNMENT.

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

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 25 below.

18. CONFIDENTIALITY.

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information that is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 25.

23. VENUE

This agreement shall be governed by the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

24. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

25. NOTICE.

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

County of Mono:  
Department of Public Works  
Post Office Box 457  
Bridgeport, California 93517

Contractor:  
TEAM Engineering & Management, Inc.  
Post Office Box 1265  
Bishop, CA 93515-1265

26. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

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

COUNTY OF MONO

CONTRACTOR

By: James M. Arkens

By: Walt Pachucki

Name: Jim Arkens

Name: Walt Pachucki

Title: County Administrative Officer

Title: President

Date: 9/27/2012

Firm: TEAM Engineering & Management, Inc.

Date: 9-20-2012

Tax ID: 77-0496054

APPROVED AS TO FORM:

Stacy Simon  
County Counsel                      Date

APPROVED AS TO INSURANCE:

Mike Perma 9/26/12  
County Risk Manager              Date

*st*



## ATTACHMENT A

### AGREEMENT BETWEEN COUNTY OF MONO AND TEAM ENGINEERING AND MANAGEMENT, INC. FOR THE PROVISION OF LANDFILL GROUNDWATER SAMPLING AND REPORTING SERVICES

#### TERM:

**FROM: September 17, 2012**

**To: September 2, 2013**

#### SCOPE OF WORK:

Contractor shall provide all labor, equipment, materials, supplies, transportation, disposal, taxes, and all other costs required to perform groundwater sampling and reporting services at Mono County landfills for 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2012 through 1<sup>st</sup> and 2<sup>nd</sup> Quarter 2013. The tasks associated with these services are as follows:

- 1. Groundwater Sampling:** Obtain ground water samples from monitoring wells established at landfills operated by Mono County and deliver them to the laboratory contracting with Mono County to perform sample analyses as follows:

The sampling schedule (calendar year reference) and locations shall be as follows:

1<sup>st</sup> & 3<sup>rd</sup> Quarters: Interim monitoring at Benton Crossing, Bridgeport, and Walker Landfills.

2<sup>nd</sup> & 4<sup>th</sup> Quarters: Semi-annual monitoring at Benton Crossing, Benton, Bridgeport, Chalfant, Pumice Valley and Walker Landfills.

Wells to be sampled at each location:

Benton Landfill: MW-1, MW-2, MW-3 (depth only), and MW-4.

Benton Crossing Landfill: MW-1, MW-2, MW-3 (depth only), MW-4, MW-5R, MW-6, and MW-7.

Bridgeport Landfill: MW-1, MW-2, MW-3, MW-4, and MW-5.

Chalfant Landfill: MW-1, MW-2 (depth only), MW-3, and MW-4.

Pumice Valley Landfill: MW-1 (depth only), MW-2, MW-3, and MW-4.

Walker Landfill: MW-1, MW-2, and MW-3.

Contractor shall provide all equipment, containers, tools, vehicles, materials, licenses, and other items necessary to obtain ground water samples. The Contractor shall be responsible for the arrangement of travel, meals, and lodging that may be required.

Contractor will send all samples to Alpha Analytical Lab in Sparks, Nevada, unless County provides Contractor written notice that a different laboratory is to be utilized (the "contracted laboratory"). Mono County has its own contract and billing schedule set up with the contracted laboratory and will be billed by them outside of this contract.

- 2. Coordination:** Contractor shall coordinate with the County, the County's contracted laboratory, and the County's regulators as follows:

Coordinate site access, well access, sampling schedule, sample delivery, specifications of sample analysis, and draft report delivery with Public Works personnel.

Coordinate sampling schedule, chain-of-custody delivery, and analysis request with analytical laboratory Contractor. County will contract directly with selected laboratory for performance of analytical services.

Coordinate sampling protocol, sampling and reporting schedule (if necessary), reporting requirements, and other related matters with the RWQCB, in conjunction with Public Works staff.

- 3. Reporting of Results:** Contractor shall provide an evaluation of results for quarterly monitoring events at County landfills based on analyses of samples provided by Alpha Analytical Lab, which will include:
- Analyze for VOC's (EPA 8260) at all sites.
  - Analyze for dissolved metals (Appendix I, 40 CFR 258) at all sites except Benton Crossing.
  - Analyze for five indicators of parameters (pH, TDS, chloride, nitrate, and sulfate) at all sampled wells.
  - Decon blank and travel blank analyses.

Contractor shall:

- Summarize, evaluate, and analyze quarterly sampling results at Benton Crossing, Bridgeport, and Walker Landfills within current and historic context.
- Summarize, evaluate, and analyze semi-annual sampling results at Benton, Chalfant, and Pumice Valley landfills within current and historic context.
- Incorporate results within historic data (to be provided by the County) and present as appropriate
- Prepare statistical analyses of laboratory results at applicable sites, in accordance with the method and frequency approved by the Lahontan RWQCB.
- Prepare Annual Reports (due February 15) as to meet the requirements of the respective WDRs, and the standards of the Lahontan Regional Water Quality Control Board. A draft copy of each report, with supporting tables, figures, graphs, and other data, shall be submitted in digital format to the County on or before January 15 of each year. Response to questions from Public Works staff or the Lahontan RWQCB may be required. Contractor will be responsible for the preparation and distribution of both hard copy and electronic final reports to the County and other agencies as required on or before February 15.
- Prepare Semi-Annual Ground Water Monitoring Reports (due August 15) as to meet the requirements of the respective WDRs, and the standards of the Lahontan Regional Water Quality Control Board. A draft copy of each report shall be submitted to the County in digital format on or before July 15 of each year. Response to questions from Public Works staff or the Lahontan RWQCB may be required. Contractor will be responsible for the preparation and distribution of both hard copy and electronic final reports to the County and other agencies as required on or before August 15.

## ATTACHMENT A-1

### SCHEDULE OF FEES:

The County shall pay Contractor for services and work performed under this Agreement as shown below:

**Professional Fees**

- Principal \$ 215.00 per hour
- Principal Hydrogeologist \$ 195.00 per hour
- Project Manager \$ 165.00 per hour
- Senior Hydrographer \$ 150.00 per hour
- Senior Geologist \$ 135.00 per hour
- Senior Engineer \$ 135.00 per hour
- Senior Environmental Scientist \$ 125.00 per hour
- Project Engineer \$ 120.00 per hour
- Project Scientist \$ 115.00 per hour
- Staff Scientist \$ 95.00 per hour
- Field Technician \$ 85.00 per hour
- Administrative Support \$ 65.00 per hour

**Charges**

- Mileage \$ 1.15 per mile
- Vehicle Use 2WD \$ 100.00 per day
- Vehicle Use 2WD ½ day \$ 55.00 per ½ day
- Vehicle Use 4WD \$ 120.00 per day
- Vehicle Use 4WD ½ day \$ 65.00 per ½ day
- Specialized Computer Applications \$ 15.00 per hour
- Necessary Job Related Expenses Cost plus 15 percent

The Not-to Exceed amount in this contract is based on the following cost estimate to complete the above scope of work, submitted by the contractor and approved by the County:

1.1 Interim Groundwater Monitoring Activities at Benton Crossing, Bridgeport, and Walker Landfills (3rd Q 2012 and 1st Q 2013)						
Anticipated Professional	Subtask or Role	Quantity	Unit	Labor Rate	Rate	Cost
Greg Foote/Keith Rainville	Field Technician	54	hour	Field Technician	\$ 85	\$ 4,590
Naomi Garcia	Field Activity Oversight QA	4	hour	Project Scientist	\$ 115	\$ 460
Walt Pachucki	Project Manager	2	hour	Project Manager	\$ 165	\$ 330
Staff	Shipping/receiving	2	hour	Admin Support	\$ 65	\$ 130
<b>Labor Subtotal</b>						<b>\$ 5,510</b>
Equipment/Materials/Expenses		Quantity	Unit		Rate	Cost
4WD Field Vehicle		6	day		\$ 120	\$ 720
Solinst WL Meter		6	day		\$ 35	\$ 210
Submersible Pump (shallow wells)		4	day		\$ 115	\$ 460
Geosub Pump with Generator		2	day		\$ 175	\$ 350
Tubing		660	foot		\$ 0.50	\$ 330
Honba US2 Multiparameter meter		6	day		\$ 150	\$ 900
Sampling and shipping supplies		6	day		\$ 25	\$ 150
Shipping samples to lab		6	ea		\$ 75	\$ 450
<b>Expense Subtotal</b>						<b>\$ 3,570</b>
<b>Task 1.1 SubTotal</b>						<b>\$ 9,080</b>



**1.2 Semi-annual Groundwater Monitoring Activities at Six Mono County Landfills (4th Q 2012 and 2nd Q 2013)**

Anticipated Professional	Subtask or Role	Quantity	Unit	Labor Rate	Rate	Cost
Greg Foote/Keith Rainville	Field Technician	110	hour	Field Technician	\$ 85	\$ 9,350
Naomi Garcia	Field Activity Oversight QA	8	hour	Project Scientist	\$ 115	\$ 920
Walt Pachucki	Project Manager	2	hour	Project Manager	\$ 165	\$ 330
<b>Labor Subtotal</b>						<b>\$ 10,600</b>
Equipment/Materials/Expenses		Quantity	Unit		Rate	Cost
4WD Field Vehicle		12	day		\$ 120	\$ 1,440
Solinst WL Meter		12	day		\$ 35	\$ 420
Submersible Pump (shallow wells)		6	day		\$ 115	\$ 690
Geosub Pump with Generator		4	day		\$ 175	\$ 700
Bladder Pump Rental (300- ft)		2	day		\$ 300	\$ 600
Compressor/Generator for Bladder Pump		2	day		\$ 75	\$ 150
Tubing		2100	foot		\$ 0.50	\$ 1,050
Horiba U52 Multiparameter meter		12	day		\$ 150	\$ 1,800
Sampling and shipping supplies		12	day		\$ 25	\$ 300
Shipping samples to lab		8	ea		\$ 75	\$ 600
<b>Expense Subtotal</b>						<b>\$ 7,750</b>
<b>Task 1.2 SubTotal</b>						<b>\$ 18,350</b>

**2.1 Combined Annual and Semi-Annual Groundwater Monitoring Reports for Six Landfill Sites (Jan 31, 2013)**

Anticipated Professional	Specialty/Role	Quantity	Unit	Labor Rate	Rate	Cost
Greg Foote/Keith Rainville	Data processing/drafting	24	hour	Staff Scientist	\$ 95	\$ 2,280
Naomi Garcia	Report Preparation	50	hour	Project Scientist	\$ 115	\$ 5,750
Fred Finkbeiner/Tim Hersch	Senior Engineer/PE/PG	6	hour	Senior Engineer/Geologist	\$ 135	\$ 810
Walt Pachucki	Project Manager	2	hour	Project Manager	\$ 165	\$ 330
Cindy Cimino	Administration/Repro	6	hour	Clerk	\$ 65	\$ 390
<b>Labor Subtotal</b>						<b>\$ 9,560</b>
Equipment/Materials/Expenses		Quantity	Unit		Rate	Cost
Reproduction and Postage		6	ea		\$ 75	\$ 450
<b>Expense Subtotal</b>						<b>\$ 450</b>
<b>Task 2.2 SubTotal</b>						<b>\$ 10,010</b>

**2.2 Semi-Annual Groundwater Monitoring Reports for Six Landfill Sites (June 30, 2013)**

Anticipated Professional	Specialty/Role	Quantity	Unit	Labor Rate	Rate	Cost
Greg Foote/Keith Rainville	Data processing/drafting	24	hour	Staff Scientist	\$ 95	\$ 2,280
Naomi Garcia	Report Preparation	42	hour	Project Scientist	\$ 115	\$ 4,830
Fred Finkbeiner/Tim Hersch	Senior Engineer/PE/PG	6	hour	Senior Engineer/Geologist	\$ 135	\$ 810
Walt Pachucki	Project Manager	2	hour	Project Manager	\$ 165	\$ 330
Cindy Cimino	Administration/Repro	6	hour	Clerk	\$ 65	\$ 390
<b>Labor Subtotal</b>						<b>\$ 8,640</b>
Equipment/Materials/Expenses		Quantity	Unit		Rate	Cost
Reproduction and Postage		6	ea		\$ 75	\$ 450
<b>Expense Subtotal</b>						<b>\$ 450</b>
<b>Task 2.1 SubTotal</b>						<b>\$ 9,090</b>

**3 Coordination and Project Management**

Anticipated Professional	Specialty/Role	Quantity	Unit	Labor Rate	Rate	Cost
Walt Pachucki	Project Manager	6	hour	Project Manager	\$ 165	\$ 990
Naomi Garcia	Regulatory Lead	12	hour	Project Scientist	\$ 115	\$ 1,380
Cindy Cimino	Administration	8	hour	Clerk	\$ 65	\$ 520
<b>Labor Subtotal</b>						<b>\$ 2,890</b>
<b>Task 3 SubTotal</b>						<b>\$ 2,890</b>

**TOTAL COST ESTIMATE \$ 49,420**

**AGREEMENT AND FIRST AMENDMENT TO THE AGREEMENT  
BETWEEN THE COUNTY OF MONO AND TEAM ENGINEERING  
AND MANAGEMENT, INC  
FOR THE PROVISION OF LANDFILL GROUNDWATER  
SAMPLING AND REPORTING SERVICES**

This Agreement and First Amendment is entered into on September 1, 2013, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and TEAM Engineering and Management, Inc. of Bishop, California (hereinafter, "Contractor"), for the purpose of amending the Agreement Between the County of Mono and TEAM Engineering for the Provision of Groundwater Sampling Services, dated September 17, 2012 (hereinafter, "the Agreement"). The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 2 of the Agreement is hereby amended to provide that the term shall be through September 1, 2015.
2. Paragraph 3.D. of the Agreement is hereby amended to increase the limit on the amount payable under the Agreement from Sixty Thousand Dollars (\$60,000) to One Hundred Eighty One Thousand Dollars (\$181,000). The following additional language is added: In no case shall payment under this Agreement exceed Sixty Thousand Five Hundred Dollars (\$60,500) in any twelve month period.
3. The Scope of Work (Attachment A) and Schedule of Fees (Attachment A-1) of the Agreement are hereby replaced in their entirety with the revised Scope of Work and Schedule of Fee attached hereto as Attachments RA and RA-1, respectively, and incorporated by this reference.
4. All other provisions of the Agreement not herein modified shall remain in full force and effect.
5. This Agreement and First Amendment may be executed in counterparts.

IN WITNESS of the foregoing, the parties have signed this Agreement and First Amendment through their duly-authorized representatives, as set forth below:

**County of Mono:**

By: \_\_\_\_\_

Name: Jim Leddy

Title: County Administrative Officer

Date: \_\_\_\_\_

9/4/13  
9/1/13

**Contractor:**

By: \_\_\_\_\_

Name: Walt Pachucki

Title: President

Firm: TEAM Engineering and Management, Inc.

Date: August 30, 2013

Tax ID: 77-0496054

Approved as to Form:

 9/5/13

Stacey Simon  
Assistant County Counsel

Date

## ATTACHMENT RA

### AGREEMENT BETWEEN COUNTY OF MONO AND TEAM ENGINEERING AND MANAGEMENT, INC. FOR THE PROVISION OF LANDFILL GROUNDWATER SAMPLING AND REPORTING SERVICES

#### TERM:

**FROM: September 17, 2012**

**To: August 31, 2015**

#### SCOPE OF WORK:

Contractor shall provide all labor, equipment, materials, supplies, transportation, disposal, taxes, and all other costs required to perform groundwater sampling and reporting services at Mono County landfills for 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2012 through 1<sup>st</sup> and 2<sup>nd</sup> Quarter 2015. The tasks associated with these services are as follows:

**1. Groundwater Sampling:** Obtain ground water samples from monitoring wells established at landfills operated by Mono County and deliver them to the laboratory contracting with Mono County to perform sample analyses as follows:

The sampling schedule (calendar year reference) and locations shall be as follows:

- 1<sup>st</sup> & 3<sup>rd</sup> Quarters: Interim monitoring at Benton Crossing, Bridgeport, and Walker Landfills.
- 2<sup>nd</sup> & 4<sup>th</sup> Quarters: Semi-annual monitoring at Benton Crossing, Benton, Bridgeport, Chalfant, Pumice Valley and Walker Landfills.

Wells to be sampled at each location:

- Benton Landfill: MW-1, MW-2, MW-3 (depth only), and MW-4.
- Benton Crossing Landfill: MW-1, MW-2, MW-3 (depth only), MW-4, MW-5R, MW-6, and MW-7.
- Bridgeport Landfill: MW-1, MW-2, MW-3, MW-4, and MW-5.
- Chalfant Landfill: MW-1, MW-2 (depth only), MW-3, and MW-4.
- Pumice Valley Landfill: MW-1 (depth only), MW-2, MW-3, and MW-4.
- Walker Landfill: MW-1, MW-2, and MW-3.

Contractor shall provide all equipment, containers, tools, vehicles, materials, licenses, and other items necessary to obtain ground water samples. The Contractor shall be responsible for the arrangement of travel, meals, and lodging that may be required.

Contractor will send all samples to Alpha Analytical Lab in Sparks, Nevada, unless County provides Contractor written notice that a different laboratory is to be utilized (the "contracted laboratory"). Mono County has its own contract and billing schedule set up with the contracted laboratory and will be billed by them outside of this contract.

**2. Coordination:** Contractor shall coordinate with the County, the County's contracted laboratory, and the County's regulators as follows:

- Coordinate site access, well access, sampling schedule, sample delivery, specifications of sample analysis, and draft report delivery with Public Works personnel.
- Coordinate sampling schedule, chain-of-custody delivery, and analysis request with analytical laboratory Contractor. County will contract directly with selected laboratory for performance of analytical services.

**3. Reporting of Results:** Contractor shall provide an evaluation of results for quarterly monitoring events at County landfills based on analyses of samples provided by Alpha Analytical Lab, which will include:

- Analysis of VOC's (EPA 8260) at all sites.
- Analysis of dissolved metals (Appendix I, 40 CFR 258) at all sites except Benton Crossing.
- Analysis of five indicators of parameters (pH, TDS, chloride, nitrate, and sulfate) at all sampled wells.

- Decon blank and travel blank analyses.

**Contractor shall:**

- Summarize, evaluate, and analyze quarterly sampling results at Benton Crossing, Bridgeport, and Walker Landfills within current and historic context.
- Summarize, evaluate, and analyze semi-annual sampling results at Benton, Chalfant, and Pumice Valley landfills within current and historic context.
- Incorporate results within historic data and present as appropriate
- Prepare statistical analyses of laboratory results at applicable sites, in accordance with the method and frequency approved by the Lahontan RWQCB.
- Prepare Annual Reports (due February 15, 2013, 2014 and 2015, respectively) as to meet the requirements of the respective WDRs, and the standards of the Lahontan Regional Water Quality Control Board. A draft copy of each report, with supporting tables, figures, graphs, and other data, shall be submitted in digital format to the County on or before January 15 of each year. Response to questions from Public Works staff or the Lahontan RWQCB may be required. Contractor will be responsible for the preparation and distribution of both hard copy and electronic final reports to the County and other agencies as required on or before February 15.
- Prepare Semi-Annual Ground Water Monitoring Reports (due August 15, 2013, 2014 and 2015, respectively) as to meet the requirements of the respective WDRs, and the standards of the Lahontan Regional Water Quality Control Board. A draft copy of each report shall be submitted to the County in digital format on or before July 15 of each year. Response to questions from Public Works staff or the Lahontan RWQCB may be required. Contractor will be responsible for the preparation and distribution of both hard copy and electronic final reports to the County and other agencies as required on or before August 15.



**ATTACHMENT RA-1****SCHEDULE OF FEES:****Professional Fees**

Principal	\$ 220.00 per hour
Project Manager	\$ 170.00 per hour
Senior Hydrographer	\$ 155.00 per hour
Senior Geologist	\$ 140.00 per hour
Senior Engineer	\$ 140.00 per hour
Senior Environmental Scientist	\$ 130.00 per hour
Project Engineer	\$ 130.00 per hour
Project Scientist	\$ 120.00 per hour
Staff Scientist	\$ 100.00 per hour
Field Technician	\$ 90.00 per hour
Administrative Support	\$ 70.00 per hour

**Charges**

Mileage	\$ 1.20 per mile
Vehicle Use 2WD	\$ 105.00 per day
Vehicle Use 2WD ½ day	\$ 55.00 per ½ day
Vehicle Use 4WD	\$ 125.00 per day
Vehicle Use 4WD ½ day	\$ 65.00 per ½ day
Specialized Computer Applications	\$ 20.00 per hour
Necessary Job Related Expenses	Cost plus 15 percent



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     September 1, 2015

**Departments: Clerk of the Board**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Stephen Kalish Letter

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Shannon Kendall

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

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

Click to download

[Kalish Ltr](#)

**History**

Time	Who	Approval
8/27/2015 7:54 AM	Clerk of the Board	Yes

Stephen Kalish  
892 Rimrock Drive  
Swall Meadows, CA 93514  
760.387.2782  
[kaljar@Qnet.com](mailto:kaljar@Qnet.com)

26 August 2015

Mono County Board of Supervisors  
*sent as a pdf attachment via email to Shannon Kendall, Clerk of the Board*

Dear Supervisors:

Last year I made a special trip to Mammoth Lakes to remotely address the Board (which was meeting in Bridgeport) on an agenda item relating to broadband availability in our communities.

I made a single suggestion/request: for a Mono County web page providing a matrix of available broadband providers in each community, listing available service providers, verified speeds, plan(s) costs, hardware/installation expense, and additional notes as appropriate. I did not and do not consider putting up and maintaining such a page as beyond the means of County government.

About a year has gone by, and no such page has been put up for county residents.

Earlier this week, the new local electronic community bulletin board for Swall Meadows (NextDoor Swall Meadows) saw a post soliciting suggestions for better available options for internet service than the one the poster was currently using. A dozen responses, by nine commenters, have been posted over five days, and you can see by the attached chain that confusion reigns. (I have deleted names from the chain of comments, as access and participation in NextDoor Swall Meadows requires joining with a neighborhood residence address.)

I submitted a post, but am not interested in doing marketing for one provider over another. This attached series of posts highlights why last year I requested the County provide an online, impartial, verified matrix for each community: the County has an expressed interest in seeing residents served with broadband internet connections, at a price they can afford, but many if not most residents in my community of Swall Meadows are receiving inferior service (i.e., remain "unserved" per CPUC and FCC definitions of broadband) because they don't have reliable information available to locate service that comes close to qualifying them as "served" (at least per the standards set several years ago).

Please consider implementing this now long-standing request, for a county web page providing internet service provider options, ASAP.

Sincerely,

/s/ Stephen Kalish

ATTACHMENT

## Internet Service

5d ago from Swall Meadows

Hello,

We currently have Creative Wireless for internet service and would like to see if there are better options for speed, price, and service. Suggestions anyone?

Thanks!

from Swall Meadows

4d ago

Verizon will bundle enhanced DSL up to 7mbps down with a phone, and in California they will now offer standalone DSL if you lack a landline phone but have copper phone wires to your house. You [have] to be persistent with customer service and insist these services are available in Swall.

*[first commenter]*

from Swall Meadows

4d ago

We are happy with schat.net.

*[second commenter]*

from Swall Meadows

3d ago

I'm happy with Schat.net 95% of the time but have had some serious slow downs and poor bandwidth in the evenings. Anyone else having streaming issues?

*[third commenter]*

from Swall Meadows

3d ago

Major evening slowness with Schat. I swear it's not just me! Does anyone here stream their Apple tv or Roku successfully?

*[fourth commenter]*

from Swall Meadows

3d ago

Same here, I use Amazon Fire TV which streams very slow in the evenings.

*[fifth commenter]*

from Swall Meadows

3d ago

Schat is slow--I'll be switching to Verizon in November when I'm back from my traveling.

*[sixth commenter]*

from Swall Meadows

2d ago

Terrible service with Schat-can not stream Nexflix in the evenings. Is Verizon any better??

*[seventh commenter]*

from Swall Meadows

2d ago

verizon says 7mbps down vs. less than 2 down with schat.

*[sixth commenter; again]*

from Swall Meadows

2d ago

I have the Verizon bundle that [redacted] outlined in the first response and am getting close to 7mbps download speed.

*[eighth commenter]*

from Swall Meadows

2d ago

I've been talking with Schat but they can't see the problem unless you call when there are issues. Aaron does monitor service calls and emails in the evening at [schat@schat.net](mailto:schat@schat.net). Call if your not getting near 3aron.

*[third commenter; again]*

from Swall Meadows

1d ago

7mbps with Verizon and less \$\$ than schat.

*[sixth commenter; repeating earlier post]*

from Swall Meadows

32m ago *[August 26, 2015]*

I'm not thrilled with Schat, like others it's spotty in the evenings and if it's windy. Terrestrial services are like that. I'm considering MyBlueDish satellite internet at roughly the same cost as Schat. Dish also offers a satellite internet service if you have them for your PayTV provider.

*[ninth commenter]*



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 1, 2015

**Departments: Clerk of the Board**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Fish and Game Notice

**AGENDA DESCRIPTION:**

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

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

\*\*\*\*\*

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Shannon Kendall

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

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download

[F&G Notice](#)

History

Time

Who

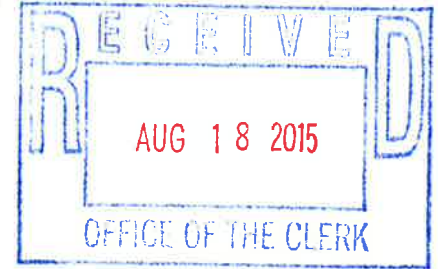
Approval





**PUBLIC NOTICE**

**August 14, 2015**



**TO WHOM IT MAY CONCERN:**

**NOTICE IS HEREBY GIVEN** that the California Department of Fish and Wildlife has initiated a status review of the flat-tailed horned lizard (*Phrynosoma mcallii*) pursuant to Fish and Game Code section 2074.6, and is providing this notice pursuant to Fish and Game Code section 2074.4 to solicit data and comments on the petitioned action from interested and affected parties.

The Department has initiated status review following related action by the Fish and Game Commission. Having provided notice, the flat-tailed horned lizard is now a candidate species under the California Endangered Species Act (Cal. Reg. Notice Reg. 2013, No. 52-Z, pp. 2085-2092; see also Fish & G. Code, §§ 2074.2, 2085).

The Department has 12 months to review the petition, evaluate the available information, and report back to the Commission whether or not the petitioned action is warranted (Fish & G. Code, § 2074.6). The Department's recommendation must be based on the best scientific information available to the Department.

Therefore, **NOTICE IS FURTHER GIVEN** that anyone with data or comments on the species' ecology, genetics, life history, distribution, abundance, habitat, the degree and immediacy of threats to reproduction or survival, adequacy of existing management, and recommendations for management of the species, is hereby requested to provide such data or comments to:

California Department of Fish and Wildlife  
Nongame Wildlife Program  
Attn: Laura Patterson  
1812 9<sup>th</sup> Street  
Sacramento, California 95811

Please submit two hard copies if submitting by surface mail. Comments may also be sent via email to: [wildlifemgt@wildlife.ca.gov](mailto:wildlifemgt@wildlife.ca.gov). If submitting by email, please include "flat-tailed horned lizard" in the subject heading.

Responses and information received by **September 14, 2015** will be evaluated for possible incorporation in the Department's final report to the Fish and Game Commission. The Department's written report will indicate, based on the best scientific information available, whether the Department concludes that the petitioned action is warranted or not warranted. Receipt of the report will be placed on the agenda for the next available meeting of the Commission after delivery. The report will be made available to the public at that time. Following receipt of the Department's report, the Commission will allow a 30-day public comment period prior to taking any action on the Department's recommendation.

If you have any questions, please contact Laura Patterson at 916-341-6981 or the Department via email at [wildlifemgt@wildlife.ca.gov](mailto:wildlifemgt@wildlife.ca.gov) or at the address above.

As a candidate species, the flat-tailed horned lizard receives the same legal protection afforded to an endangered or threatened species (Fish & G. Code, § 2085). Research on flat-tailed horned lizard requires appropriate permits issued pursuant to Fish and Game Code Section 2081(a). Interested researchers should contact Laura Patterson at [Laura.Patterson@wildlife.ca.gov](mailto:Laura.Patterson@wildlife.ca.gov) for more information. Detection information on flat-tailed horned lizard should be sent to the California Natural Diversity Data Base <http://www.dfg.ca.gov/biogeodata/cnddb/>.





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     September 1, 2015

**Departments: Public Works - Road**

**TIME REQUIRED**     10 minutes (5 minute presentation; 5 minute discussion)     **PERSONS APPEARING BEFORE THE BOARD**     Jeff Walters

**SUBJECT**             State and Local Transportation Infrastructure

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

Consider and potentially adopt Resolution No. R15- , "A Resolution of the Mono County Board of Supervisors Urging the State of California to Provide New Sustainable Funding For State and Local Transportation Infrastructure." Provide any desired direction to staff.

**FISCAL IMPACT:**

None at this time.

**CONTACT NAME:** Jeff Walters

**PHONE/EMAIL:** 760.932.5459 / jwalters@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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[State And Local Transportation Infrastructure - BOS Staff Report](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/26/2015 9:55 AM	County Administrative Office	Yes
8/25/2015 5:35 PM	County Counsel	Yes
8/26/2015 10:00 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

**Date:** September 1, 2015  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Jeff Walters, Public Works Director / Director of Road Operations and Fleet Services  
**Subject:** State Transportation Funding

**Recommended Action:**

Consider and potentially adopt Resolution No. R15-\_\_, "A Resolution of the Mono County Board of Supervisors Urging the State of California to Provide New Sustainable Funding For State and Local Transportation Infrastructure." Provide any desired direction to staff.

**Fiscal Impact:**

None at this time.

**Discussion:**

The California State Association of Counties, working in collaboration with The League of California Cities and the California Alliance for Jobs, recently unveiled the "Fix Our Roads" Coalition and presented the group's key priorities for any transportation funding proposal. As a result of this the attached Resolution (Exhibit 1) details the recommended priorities for funding California's streets and roads.

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

Respectfully submitted,

Jeff Walters  
Public Works Director / Director of Road Operations and Fleet Services



**RESOLUTION NO. R15-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
URGING THE STATE OF CALIFORNIA TO PROVIDE NEW SUSTAINABLE FUNDING  
FOR STATE AND LOCAL TRANSPORTATION INFRASTRUCTURE**

**WHEREAS**, Governor Edmund G. Brown, Jr. has called an extraordinary session to address the immense underfunding of California’s transportation infrastructure; and,

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

**WHEREAS**, the County of Mono has participated in efforts with the California State Association of Counties, League of California Cities, and California’s Regional Transportation Planning Agencies to study unmet funding needs for local roads and bridges, including sidewalks and other essential components; and,

**WHEREAS**, the resulting 2014 California Statewide Local Streets and Roads Needs Assessment, which provides critical analysis and information on the local transportation network’s condition and funding needs, indicates that the condition of the local transportation network is deteriorating as predicted in the initial 2008 study; and,

**WHEREAS**, the results show that California’s local streets and roads are on a path of significant decline. On a scale of zero (failed) to 100 (excellent), the statewide average pavement condition index (PCI) is 66, placing it in the “at risk” category where pavements will begin to deteriorate much more rapidly and require rehabilitation or rebuilding rather than more cost-effective preventative maintenance if funding is not increased; and,

**WHEREAS**, the results show that the County of Mono’s local streets have a statewide average pavement index of 67, placing them in the “At Lower Risk” category; and,

1 **WHEREAS**, if funding remains at the current levels, in 10 years, 25 percent of local streets and roads in  
2 California will be in “failed” condition; and,

3 **WHEREAS**, cities and counties need an additional \$1.7 billion just to maintain a status quo pavement  
4 condition of 66, and much more revenue to operate the system with Best Management Practices, which  
5 would reduce the total amount of funding needed for maintenance in the future; and,

6 **WHEREAS**, models show that an additional \$3 billion annual investment in the local streets and roads  
7 system is expected to improve pavement conditions statewide from an average “at risk” condition to an  
8 average “good” condition; and,

9 **WHEREAS**, if additional funding isn’t secured now, it will cost taxpayers twice as much to fix the local  
10 system in the future, as failure to act this year will increase unmet funding needs for local transportation  
11 facilities by \$11 billion in five years and \$21 billion in ten years; and,

12 **WHEREAS**, modernizing the local street and road system provides well-paying construction jobs and  
13 boosts local economies; and,

14 **WHEREAS**, the local street and road system is also critical for farm to market needs, interconnectivity,  
15 multimodal needs, and commerce; and,

16 **WHEREAS**, police, fire, and emergency medical services all need safe reliable roads to react quickly to  
17 emergency calls and a few minutes of delay can be a matter of life and death; and,

18 **WHEREAS**, maintaining and preserving the local street and road system in good condition will reduce  
19 drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and  
20 more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and  
21 greenhouse gas emissions reductions goals; and,

22 **WHEREAS**, restoring roads before they fail also reduces construction time which results in less air  
23 pollution from heavy equipment and less water pollution from site run-off; and,

24 **WHEREAS**, in addition to the local system, the state highway system needs an additional \$5.7 billion  
25 annually to address the state’s deferred maintenance; and,

26 **WHEREAS**, in order to bring the local system back into a cost-effective condition, at least \$7.3 billion  
27 annually in new money going directly to cities and counties; and  
28

1  
2 **NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF SUPERVISORS OF COUNTY**  
3 **OF MONO** strongly urges the Governor and Legislature to identify a sufficient and stable funding source  
4 for local street and road and state highway maintenance and rehabilitation to ensure the safe and efficient  
5 mobility of the traveling public and the economic vitality of California.

6 **RESOLVED FURTHER**, that the COUNTY OF MONO strongly urges the Governor and Legislature to  
7 adopt the following priorities for funding California's streets and roads.

- 8 1. **Make a significant new investment in transportation infrastructure.** Any package  
9 should seek to raise at least \$6 billion annually and should remain in place for at least 10  
10 years or until an alternative method of funding our transportation system is agreed upon.
- 11 2. **Focus on maintaining and rehabilitating the current system.** Repairing California's  
12 streets and highways involves much more than fixing potholes. It requires major road  
13 pavement overlays, fixing unsafe bridges, providing safe access for bicyclists and  
14 pedestrians, replacing storm water culverts, as well as operational improvements that  
15 necessitate the construction of auxiliary lanes to relieve traffic congestion choke points and  
16 fixing design deficiencies that have created unsafe merging and other traffic hazards. Efforts  
17 to supply funding for transit in addition to funding for roads should also focus on fixing the  
18 system first.
- 19 3. **Equal split between state and local projects.** We support sharing revenue for roadway  
20 maintenance equally (50/50) between the state and cities and counties, given the equally-  
21 pressing funding needs of both systems, as well as the longstanding historical precedent for  
22 collecting transportation user fees through a centralized system and sharing the revenues  
23 across the entire network through direct subventions. Ensuring that funding to local  
24 governments is provided directly, without intermediaries, will accelerate project delivery and  
25 ensure maximum accountability.
- 26 4. **Raise revenues across a broad range of options.** Research by the California Alliance for  
27 Jobs and Transportation California shows that voters strongly support increased funding for  
28 transportation improvements. They are much more open to a package that spreads potential  
tax or fee increases across a broad range of options, including fuel taxes, license fees, and  
registration fees, rather than just one source. Additionally, any package should move

1 California toward an all-users pay structure, in which everyone who benefits from the system  
2 contributes to maintaining it – from traditional gasoline-fueled vehicles, to new hybrids or  
3 electric vehicles, to commercial vehicles.

4 5. **Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods**  
5 **movement projects.** While the focus of a transportation funding package should be on  
6 maintaining and rehabilitating the existing system, California has a critical need to upgrade  
7 the goods movement infrastructure that is essential to our economic well-being. Establishing  
8 a framework to make appropriate investments in major goods movement arteries can lay the  
9 groundwork for greater investments in the future that will also improve air quality and reduce  
10 greenhouse gas emissions.

11 6. **Strong accountability requirements to protect the taxpayers' investment.** Voters and  
12 taxpayers must be assured that all transportation revenues are spent responsibly. Local  
13 governments are accustomed to employing transparent processes for selecting road  
14 maintenance projects aided by pavement management systems, as well as reporting on the  
15 expenditure of transportation funds through the State Controller's Local Streets and Roads  
16 Annual Report.

17  
18 **APPROVED AND ADOPTED** this 1<sup>ST</sup> day of September, 2015, by the following vote of the Board of  
19 Supervisors, County of Mono:

20 **AYES** :

21 **NOES** :

22 **ABSENT** :

23 **ABSTAIN** :

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

27 ATTEST:

Approved as to Form:

28 \_\_\_\_\_  
Bob Musil  
Clerk of the Board

\_\_\_\_\_

Marshall Rudolph  
County Counsel



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     September 1, 2015

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Closed Session--Human Resources

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**AGENDA DESCRIPTION:**

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

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

---

**RECOMMENDED ACTION:**

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**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:**

[Click to download](#)

No Attachments Available

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History



<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/26/2015 9:53 AM	County Administrative Office	Yes
8/25/2015 1:48 PM	County Counsel	Yes
8/12/2015 10:16 AM	Finance	Yes



