

**12/18/2012**

**Regular Meeting**

**ITEM #13a**

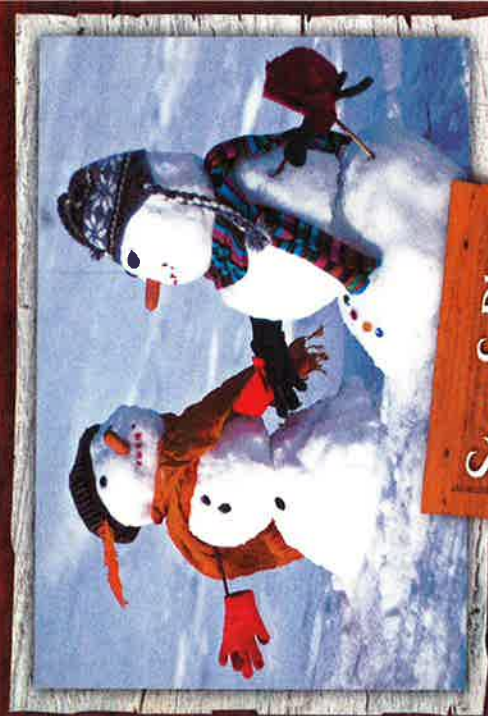
**Economic Development**

**June Lake Winter  
Campaign Update**

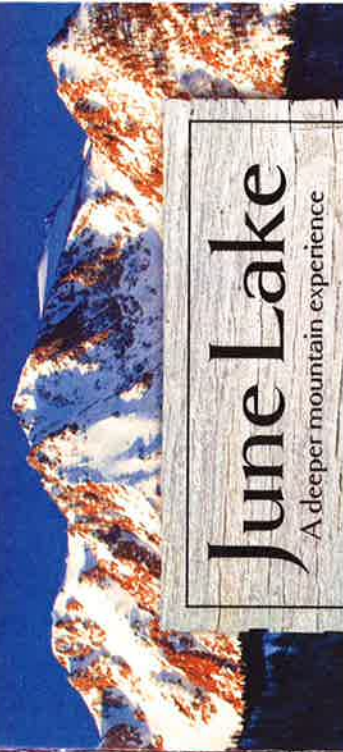


2013 WINTER GUIDE

# June Lake is for snow lovers.



Stay & Play  
FROM \$69



June Lake  
A deeper mountain experience



Welcome to the ultimate winter wonderland, deep in the Eastern Sierra. Relaxed, affordable and incredibly scenic, June Lake, California is nestled against rugged snow-blanketed backcountry in a storybook setting just 15 miles north of Mammoth Lakes. The charming village and majestic peaks earn it the nickname "the Swiss Alps of California," and *LA Magazine* says that June is that a mountain town should be." Driving by Oh! Ridge and seeing that view June Lake for the first time – or the hundredth – visitors and locals alike say they feel like they are home at last. Always beautiful, always authentic... June Lake is a deeper mountain experience.





the snow. At night, after the sun is tucked away, snow-capped peaks, village lights twinkle through the pine trees and cozy storefronts. A stroll through the village, a bonfire, a tasty hot cocoa or live music!

**FESTIVITIES** – Join the entire community for the Village & Tree-Lighting Ceremony on Dec. 15. Cut down your own Christmas tree the old-fashioned way! (US Forest Service permits available.)

**SNOW CAMP** – At the Eastern Sierra's first-ever Snow Camp, the only thing more fun than seeing snow is building one yourself.

**SNOWBOARD** – Just 15 miles south of June, Mammoth Mountain offers world-class skiing and

Mountain is available on a limited schedule.

**SNOWMOBILING, CROSS COUNTRY SKIING AND SNOWSHOEING** – Loads of trails are available in June or nearby – stop by the June Lake info kiosk at Highway 158 and US 395 for trail maps.

**SPRING, SUMMER & FALL** – When the snow melts, June Lake is a paradise for fishing, hiking, horseback riding, cycling, boating and photography! The four lakes along “the Loop” sparkle like a jeweled necklace, each stocked with world-famous Alpers trout. Mono Lake, Bodie Ghost Town and Yosemite National Park are all within a short drive. June Lake is one of the Golden State's hot spots for fall color viewing, where bright aspens line the road and the lakes reflect the technicolor landscape. **To plan your trip now for any time of the year, go to [www.VisitJune.com](http://www.VisitJune.com).**

## FREE RIDE TO MAMMOTH MOUNTAIN!

Stay in June Lake and ski and snowboard at Mammoth Mountain! **FREE** bus transportation to the slopes (on a limited schedule) gives June Lake visitors a ride straight to the chairlifts – without driving and parking hassles. For times and bus stop info: [www.VisitJune.com](http://www.VisitJune.com)



## ALL LODGING

- BIG ROCK RESORT**  
800-769-9831 • 760-648-7717  
[www.BigRockResort.net](http://www.BigRockResort.net)
- BOULDER LODGE**  
800-458-6355 • 760-648-7533  
[www.BoulderLodgeJuneLake.com](http://www.BoulderLodgeJuneLake.com)
- DOUBLE EAGLE RESORT AND SPA**  
760-648-7004 • [www.DoubleEagle.com](http://www.DoubleEagle.com)
- FERN CREEK LODGE**  
800-621-9146 • 760-648-7722  
[www.FernCreekLodge.com](http://www.FernCreekLodge.com)
- FOUR SEASONS** (Summer only)  
760-648-7476  
[www.JuneLakeFourSeasons.com](http://www.JuneLakeFourSeasons.com)
- GULL LAKE LODGE**  
800-631-9081 • 760-648-7516  
[www.GullLakeLodge.com](http://www.GullLakeLodge.com)
- THE HAVEN**  
800-648-7524 • 760-648-7524  
[www.JuneLakeHaven.com](http://www.JuneLakeHaven.com)
- HEIDELBERG INN**  
760-648-7718  
[www.HeidelbergInnRentals.com](http://www.HeidelbergInnRentals.com)
- THE KNOLL HAUS**  
760-648-7294 • [www.KnollHaus.com](http://www.KnollHaus.com)
- JUNE LAKE ACCOMMODATIONS**  
760-648-1919  
[www.JuneLakeAccommodations.com](http://www.JuneLakeAccommodations.com)
- JUNE LAKE MOTEL**  
800-648-6835 • 760-648-7547  
[www.JuneLakeMotel.com](http://www.JuneLakeMotel.com)
- JUNE LAKE PINES COTTAGES**  
800-481-3637 • 760-648-7522  
[www.JuneLakePines.com](http://www.JuneLakePines.com)
- JUNE LAKE VACATION RESERVATIONS**  
1-866-GO2JUNE • 800-648-JUNE  
[www.JuneLake-Rentals.com](http://www.JuneLake-Rentals.com)
- JUNE LAKE VILLAGER INN**  
800-655-6545 • 760-648-7712  
[www.JuneLakeVillager.com](http://www.JuneLakeVillager.com)
- LAKE FRONT CABINS**  
877-648-7527 • 760-648-7527  
[www.LakeFrontCabins.net](http://www.LakeFrontCabins.net)
- RAINBOW RIDGE RESERVATIONS**  
800-462-5589  
[www.RainbowRidgeReservations.com](http://www.RainbowRidgeReservations.com)
- REVERSE CREEK LODGE**  
800-762-6440 • 760-648-7535  
[www.ReverseCreekLodge.com](http://www.ReverseCreekLodge.com)
- SILVER LAKE RESORT** (Summer only)  
760-648-7525  
[www.SilverLakeResort.net](http://www.SilverLakeResort.net)
- WHISPERING PINES RESORT**  
800-648-7762 • [www.JuneLake.com](http://www.JuneLake.com)





## JUNE LAKE EVENTS

### JUNE LAKE

#### VILLAGE LIGHT-UP

DECEMBER 15, 2012

Start the day having breakfast with Santa; end it with the Village and Tree Lighting Ceremony, caroling, dancing, hot cocoa and more!

### SATURDAY NIGHT MUSIC

DECEMBER 15, 2012 - MARCH 16, 2013

Live music at different locations around June Lake, every Saturday night!

### JUNE LAKE WINTER FESTIVAL

FEBRUARY 1-3, 2013

Join the whole town for snow-sculpting, snowman-building and the first-ever Triple Threat Winter Triathlon - snowshoeing, cross country skiing and shooting!

### JUNE LAKE

#### SNOWMOBILE RALLY

MARCH 8-10, 2013

Festivities include a snowmobile poker run, scenic tours, night rides and more! Cash and prizes up for grabs. Snowmobile rentals available.

### SUMMER EVENTS

Fishing Opener  
and Monster Fish Contest

APRIL 27, 2013

Eagle Jam

JULY 11, 2013

June Lake Triathlon

JULY 13, 2013

June Lake Loop Mountain Music Festival

JULY 26-28, 2013

June Lake Firefighter's Barbecue

AUGUST 10, 2013

### FALL EVENTS

Fall Color Viewing

Typically late September through October.

This is a partial list of events - please see [www.VisitJune.com](http://www.VisitJune.com) for a complete list and more details.

**ROAD CONDITIONS**  
Caltrans 800-427-7623  
or [www.dot.ca.gov](http://www.dot.ca.gov)



### STAY & PLAY

A mountain getaway can be as affordable as it is magical. Rates for our historic lodges, rustic motels and private cabins start at just \$69 per night. Lift & lodging packages are available for those who want to ski and snowboard Mammoth Mountain and then return home to the enchanting, woody hideaways found only in June Lake.

### DRIVING DIRECTIONS

June Lake is located 15 miles north of Mammoth Lakes on California State Route 158 which joins US Highway 395 at two points, north and south.

### GET HERE FASTER!

Direct flights to Mammoth Yosemite Airport (MMH) are available from Los Angeles (LAX), San Diego (SAN), Orange County (SNA) and San Francisco (SFO) on Alaska Airlines or United Airlines. For info on car rental agencies and taxis: [www.VisitJune.com](http://www.VisitJune.com)

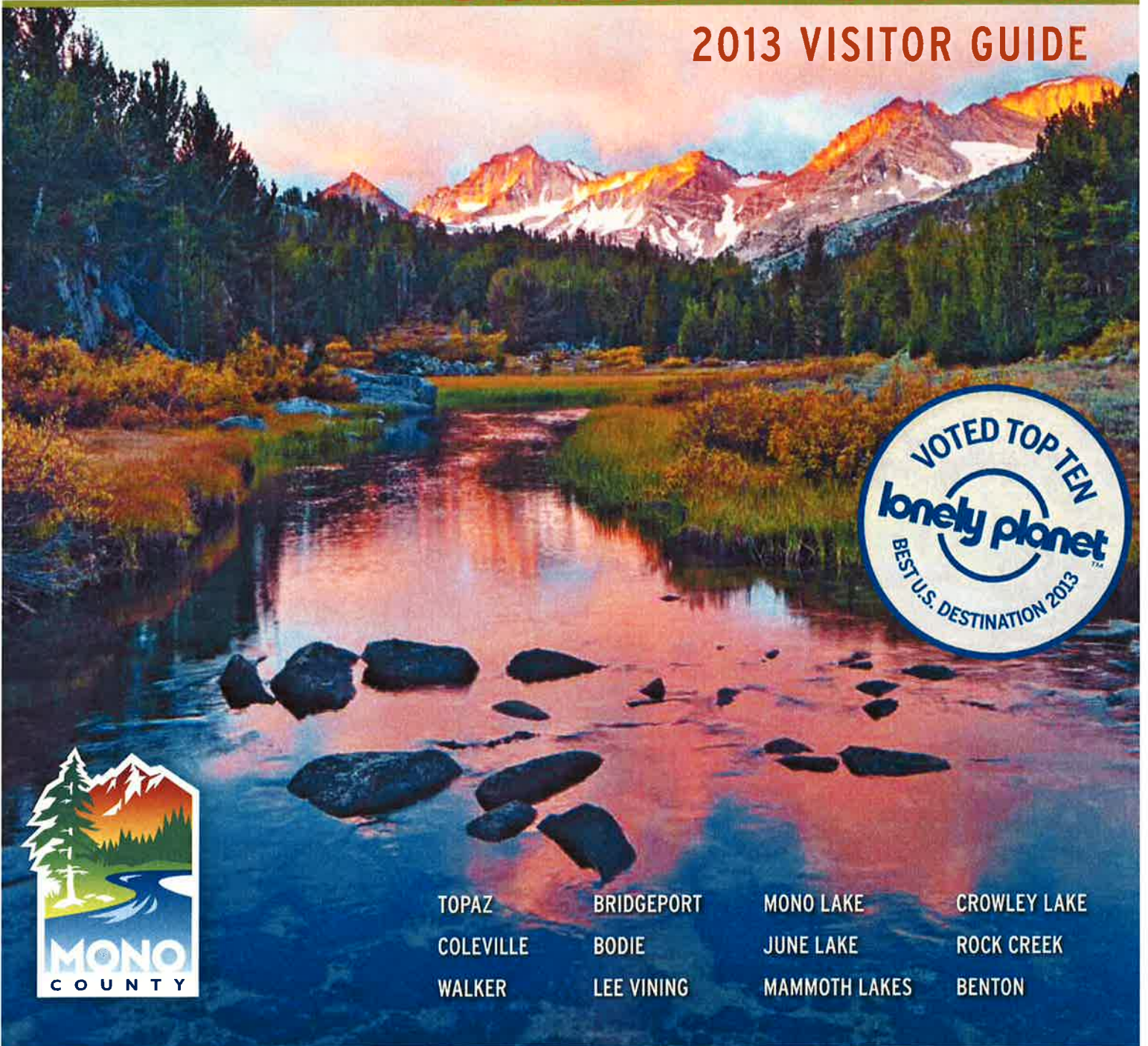






# eastern sierra

2013 VISITOR GUIDE



TOPAZ

COLEVILLE

WALKER

BRIDGEPORT

BODIE

LEE VINING

MONO LAKE

JUNE LAKE

MAMMOTH LAKES

CROWLEY LAKE

ROCK CREEK

BENTON



# california's eastern sierra



2013 EVENTS CALENDAR



**12/18/2012**

**Regular Meeting**

**ITEM #16a**

**District Attorney**

**Deputy DA**

**Employment Contract**



# County of Mono Office of the District Attorney

www.monocountydistrictattorney.org

**Bridgeport Office:**

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

**Mammoth Office:**

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

**Tim Kendall - District Attorney**

TO: Honorable Board of Supervisors

FROM: Tim Kendall, District Attorney

DATE: December 5, 2012

**Subject**

Employment Contract – Proposed Resolution approving an employment agreement with Daniel Lengeman to fill the Deputy District Attorney II position. Prescribe compensation and conditions of said employment.

**Recommendation**

Approve an employment agreement between the County of Mono and Daniel Lengeman to fill the Deputy District Attorney II position and prescribe the compensation, benefits, and conditions of said employment.

**Discussion**

The Board previously approved the recruiting and hiring of a Deputy District Attorney I position or a Deputy District Attorney II position based on the resignation of Deputy District Attorney Jeremy Ibrahim. The District Attorney is now asking the Board to approve an employment contract between the County of Mono and Daniel Lengeman which will fill the Deputy District Attorney II vacancy. Employment Contract to be effective beginning January 2, 2013.

**Fiscal Impact**

Approximate cost for the Deputy District Attorney II position for the remainder of FY 12-13 is \$79557.83 of which \$50646.00 is salary; \$9536.55 is the employer portion of PERS, and \$19375.28 is the cost of the benefits and is included in the approved budget. Cost for a full year is \$161312.72, of which \$101292.00 is salary; \$20286.49 is the employer portion of PERS, and \$39734.23 is the cost of the benefits.





RESOLUTION NO. R12-

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

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

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

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2012, by the following vote:

AYES :  
NOES :  
ABSTAIN :  
ABSENT :

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

\_\_\_\_\_  
Vikki Magee Bauer, Chair  
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



## **AGREEMENT RE EMPLOYMENT OF DANIEL LENGEMAN**

This Agreement is entered into this 18<sup>th</sup> day of December, 2012, by and between Daniel Lengeman and the County of Mono.

### **I. RECITALS**

The County wishes to employ Daniel Lengeman as a Deputy District Attorney II on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Lengeman wishes to accept such employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be December 18, 2012, until December 18, 2014 unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Lengeman in writing no later than June 18, 2014, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Lengeman shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Mr. Lengeman that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Lengeman as a result of the cured breach. If the County does not cure the breach, then the Agreement shall automatically renew for another two years on the same terms in effect at the time of renewal.
2. Commencing January 2, 2013, Mr. Lengeman shall be employed by Mono County as a Deputy District Attorney II, serving at the will and pleasure of the District Attorney in accordance with the terms and conditions of this Agreement. Mr. Lengeman accepts such employment. The District Attorney shall be deemed the "appointing authority" for all purposes with respect to Mr. Lengeman's employment.
3. Effective January 2, 2013, Mr. Lengeman's salary shall be \$8,336 per month. During each calendar year commencing with 2014, the Board of Supervisors may increase or decrease Mr. Lengeman's then-current salary in its discretion; provided, however, that the Board shall not decrease his salary by more than two percent (2%) during any one calendar year. In exercising its discretion to increase or decrease Mr. Lengeman's salary, the Board may consider the survey and cost-of-living-adjustment principles of the County's management compensation policies (most recently amended by Board Resolution R10-74), but



Mr. Lengeman's salary and compensation shall not be formally governed by such policies and thus, among other things, he shall not be eligible at any time to receive "performance pay" under those policies. Mr. Lengeman understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County.

4. Mr. Lengeman shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Lengeman understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided or it is lost.
5. To the extent deemed appropriate by the District Attorney, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Lengeman's full participation in applicable professional associations, or for his continued professional growth and for the good of the County. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Lengeman shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits\* (2.5% @ 55), CalPERS medical insurance, County dental and vision coverage, and life insurance. \*Note: Employees hired within six months of leaving previous public employer with pension system reciprocity are not considered new and may be eligible for plan in effect at new employer on December 31, 2012 which is 2.5% @ 55. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R11-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.
6. Mr. Lengeman understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Lengeman cease



rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Lengeman's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

7. Consistent with the "at will" nature of Mr. Lengeman's employment, the District Attorney may terminate Mr. Lengeman's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Lengeman understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the District Attorney may, in his discretion, take during Mr. Lengeman's employment.
8. In the event that such a termination without cause occurs after January 2, 2014, (i.e., after the first twelve months of employment), Mr. Lengeman shall receive as severance pay a lump sum equal to three months' salary or, to the extent that fewer than three full calendar months remain (as of that effective date) before this Agreement would have expired, Mr. Lengeman shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Lengeman shall receive severance pay equal to three months' salary in the event that termination occurs after the County has notified Mr. Lengeman that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In such a renewed agreement, the parties intend to increase Mr. Lengeman's severance pay to six months' salary. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation (i.e., it does not include any other compensation, including but not limited to any temporary performance or merit pay).



9. Notwithstanding the foregoing, Mr. Lengeman shall not be entitled to any severance pay in the event that the District Attorney has grounds to discipline him on or about the time he gives his notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Lengeman shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
10. Mr. Lengeman may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Lengeman shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
11. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Lengeman.
12. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Lengeman's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Lengeman's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
13. Mr. Lengeman acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Lengeman further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.



**III. EXECUTION:**

This Agreement shall be deemed executed as of December 18, 2012.

DANIEL LENGEMAN

THE COUNTY OF MONO

\_\_\_\_\_

\_\_\_\_\_

By: Vikki Bauer, Chair  
Board of Supervisors

APPROVED AS TO FORM:

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