



# **AGENDA**

## **BOARD OF SUPERVISORS, COUNTY OF MONO**

### **STATE OF CALIFORNIA**

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

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

### **Regular Meeting**

### **August 18, 2015**

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

**2. APPROVAL OF MINUTES**

**A. Board Minutes**

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on August 4, 2015.

**B. Board Minutes**

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on August 11, 2015.

**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. MOU with American Red Cross Los Angeles Region**

Departments: Social Services

Proposed MOU to document the cooperative relationship between the American Red Cross Los Angeles Region and Mono County in providing emergency preparedness and disaster services.

**Recommended Action:** Approve the Memorandum of Understanding (MOU) between the American Red Cross Los Angeles Region and Mono County for cooperation in providing emergency preparedness and disaster services, and authorize the Director of Social Services to sign the MOU.

**Fiscal Impact:** None.

**B. Hiring Freeze Variance; DSS Social Worker**

Departments: Social Services

A Social Worker III position within the Child and Adult Welfare Division of Social Services was vacated by the incumbent in June 2015. Social Workers respond to and investigate reports of child and elder adult abuse, neglect, and exploitation, provide case management and arrange for services, assess needs of adults and children for in-home care, conduct court investigations, and provide conservatorship services for adults and families. Leaving this vacant position unfilled poses safety concerns. This position is included in the current BOS-approved Allocation List.

**Recommended Action:** Approve hiring freeze variance and authorize the Director of Social Services to fill one Social Worker I/II/III vacancy within the Child and Adult Services Division of Social Services.

**Fiscal Impact:** There is no cost to the Mono County General Fund; the cost for this position this year and in subsequent fiscal years is paid for with child welfare realignment funds. The cost for a Social Worker III for the remainder of FY 2015-16 is approximately \$67,520 of which \$37,220 is salary. The full year cost is approximately \$81,027 of which \$44,664 represents salary. Depending upon qualifications of the candidate pool, the Department may need to under-fill the position at the SW I/II level.

**C. Pumice Valley Landfill Purchase Agreement Revision**

Departments: Solid Waste Division of Public Works

Resolution R15-\_\_ Acknowledging and Approving Minor Typographical Corrections and Changes to Agreement of Purchase and Sale of Real Property for the Pumice Valley Landfill Site, Previously Approved by Resolution 15-01.

**Recommended Action:** Adopt proposed resolution #R15-\_\_\_\_\_, acknowledging and Approving Minor Typographical Corrections and Changes to Agreement of Purchase and Sale of Real Property for the Pumice Valley Landfill Site, Previously Approved by Resolution 15-01. Provide any desired direction to staff.

**Fiscal Impact:** None beyond what was approved in January, \$51,500 from 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. Wildlife Conservation Board**

Departments: Clerk of the Board

Correspondence dated August 3, 2015 from the Wildlife Conservation Board regarding Summers Meadow, Mono County (Project ID: 2014087) and the consideration of the acquisition of land for the preservation and enhancement of high desert wildlife habitat.

**B. Los Angeles Times Article on State Road Funds**

Departments: Clerk of the Board

Correspondence forwarded by Supervisor Johnston regarding an article in the LA Times on Road Funding Shortfalls at the State level.

**C. BLM Regarding Proposed Sagebrush Habit Restoration**

Departments: Clerk of the Board

Correspondence dated July 31, 2015 from the Bureau of Land Management regarding site specific planning that is occurring for two proposed sagebrush habitat restoration treatments in the Bodie Hills near Bridgeport, CA.

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**9. REGULAR AGENDA - MORNING**

**A. Discussion Regarding California Public Utilities Commission**

Departments: Clerk of the Board of Supervisors

20 minutes (10 minute presentation; 10 minute discussion)

(Cody Naylor) - Cody Naylor from the California Public Utilities Commission will introduce himself to the Board of Supervisors, describe the work of the CPUC, and answer questions from the Supervisors about how the CPUC can be helpful to Mono County.

**Recommended Action:** None - informational only.

**Fiscal Impact:** None.

**B. Budget Hearings**

Departments: Finance/CAO

PUBLIC HEARING: 9:30 A.M. / 4 Hours (30 minute presentation; 3.5 hour discussion)

(Leslie Chapman) - Public hearing followed by proposed resolution R15-\_\_\_\_\_, A Resolution of the Mono County Board of Supervisors Adopting the Final Mono County Budget for Fiscal Year 2015-2016. To view the budget document, please visit the following link: <http://monocounty.ca.gov/auditor/page/2015-16-proposed-budget>

**BOARD INTENDS TO HEAR POLICY ITEMS AT 2:00 P.M.**

**Recommended Action:** Conduct public hearing. Consider and potentially adopt proposed resolution R15-\_\_\_\_\_, A Resolution of the Mono County Board of Supervisors Adopting the Final Mono County Budget for Fiscal Year 2015-2016. Provide any desired direction to staff.

**Fiscal Impact:** CAO Recommended budget includes \$67,030,460 in expenditures, \$62,846,364 in revenues and relies on \$4,184,096 in carryover fund balance. The General Fund component includes \$35,759,730 in expenditures, \$33,908,262 in revenue and relies on \$1,851,468 in carryover fund balance. Department Requested budget includes \$67,700,363 in expenditures, \$62,860,877 in revenues and relies on \$4,839,486 in carryover fund balance. The General Fund component includes \$36,260,133 in expenditures, \$33,915,775 in revenue and relies on \$2,344,358 in carryover fund balance. There is not sufficient projected carryover fund balance to adopt this version of the budget.

**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.

**REGULAR AFTERNOON SESSION COMMENCES 12:30 p.m.**

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

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

**11. REGULAR AGENDA - AFTERNOON**

**A. Budget Hearings**

Departments: Finance/CAO

CONTINUATION OF PUBLIC HEARING

(Leslie Chapman) - Continuation of Public hearing followed by proposed resolution R15-\_\_\_\_\_, A Resolution of the Mono County Board of Supervisors Adopting the Final Mono County Budget for Fiscal Year 2015-2016. To view the budget document, please visit the following link:  
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**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 18, 2015

**Departments:** Clerk of the Board

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Board Minutes

**AGENDA DESCRIPTION:**

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

Approve minutes of the Regular Meeting held on August 4, 2015.

**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

[08-04-15 draft mins](#)

**History**

Time	Who	Approval
8/12/2015 10:10 AM	County Administrative Office	Yes
8/12/2015 10:34 AM	County Counsel	Yes







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

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**Regular Meeting  
August 4, 2015**

Flash Drive	#1005
Minute Orders	M15-165 to M15-170
Resolutions	R15-56 NOT USED
Ordinance	ORD15-07 NOT USED

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

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

*Break: 10:12 a.m.  
Reconvene: 10:26 a.m.  
Closed Session: 10:41 a.m.  
Reconvene: 11:40 a.m.  
Adjourn: 12:31 p.m.*

Pledge of Allegiance led by Supervisor Johnston.

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

*No one spoke.*

**2. APPROVAL OF MINUTES - NONE**

**3. RECOGNITIONS - NONE**

**4. BOARD MEMBER REPORTS**

**Supervisor Alpers:**

- 7/24 - Met with new Mono City Fire Chief Beverly Brewster at the Mono City

**Note**

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

Fire Station. We discussed her desire to upgrade the fire station facility through the pursuit of grant funding. Most of the meeting was dedicated to fire prevention/defensible space in the Mono City area including Lundy Canyon, HWY 395 corridor, Cottonwood Canyon and Conway Ranch. She would like to have BLM mow the fire break every year instead of once every 2 years. I want to thank Beverly for taking on this position as her positive energy and enthusiasm will move Mono City forward.

- 7/24 - Met out on the Conway Ranch with the ESLT staff, Supervisor Stump and Tony Dublino to assist in the tour sponsored by the ESLT. The turnout was good with about 30 folks attending including interested agency staff and management. The tour and discussion was well-rounded touching on the history, acquisition, current activities, and future ideas for the property. A special thanks to Tony Dublino for preparing the property for visitors and to Supervisor Stump for adding his technical expertise to the discussion.
- 7/25 - Attended the ESLT fund raiser dinner held at McCoy Station at the MMSA. Kay Ogden and Rusty Gregory hosted and were the masters of ceremony with excellent food and entertainment. At last count, the event raised over \$66,000 not counting all of the anonymous donations. A BIG thank you to all of the event sponsors and especially Rusty for donating the dinner and matching the first \$10,000 raised that evening. Kay Ogden, Executive Director of the ESLT, announced that the Hunewill Ranch had been purchased by the ESLT to perpetuate its current use of the property.
- 7/27 - Chaired the quarterly YARTS meeting held in BOS Conference Room, 3rd Floor, Sierra Center Mall, Mammoth Lakes. YARTS Transit Manager Dick Whittington was in attendance in Mammoth. Action items were as follows:
  - Adopted the YARTs Title VI Program for FY 2014/2017. This action basically codifies the YARTS operating plan.
  - Approved the Mariposa County Annual contract for services.
  - Approved the Amtrak contract with the negotiated rate increases.
  - Approved the National Park Service Cooperative Agreement - Authorized Transit Manager Whittington to execute the Letter of Understanding between the City of Fresno and YARTS.
  - Directed Manager Whittington to schedule a special meeting later this month to move forward on budgeting issues focusing on a revenue growth strategy.
- 7/31 - Met with Patti Heinrich, Chairperson of the JLCAC, at the JLCC to discuss a variety of issues affecting the JL Loop. Topics included, but were not limited to: rain gutters for the JLCC; JLPUD staffing and water availability for the community; the future of the June Lake Historical Society; TROD issues throughout the June Lake Loop; the health of the reservation/rental industry in June Lake; Peterson Tract emergency ingress and egress issues; June Lake Trails usage; and Community Development issues in June Lake. Thank you to Patti for 3 hours of intense discussion.
- 7/22 - 8/3 - Participated in several individual meetings and constituent appointments throughout Lee Vining, June Lake and Mammoth regarding issues under governmental jurisdiction. An additional "thank you" to Nick Criss for extended code enforcement work in the June Lake area.

**Supervisor Corless:**

- 7/22: Budget/Strategic Plan town hall: several participants, including town manager Dan Holler and citizens from Mammoth and June, great discussion, thanks to Lynda Salcido, Leslie Chapman, Barry Beck, Megan Mahaffey for excellent presentations, and Greg Newbry for tech support.
- 7/23: Dinner with SCE executives, including President Pedro Pizarro, elected officials and staff from Cal City, Ridgecrest, Inyo County, City of Bishop,

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Town of Mammoth Lakes, discussed local issues (undergrounding power lines), hydro power status, future of SCE.

- Great time at the Wheeler Crest Fire Dept fundraiser 7/25—beautiful evening and fantastic event.
- YARTS board meeting 7/27 held in Mammoth, hosted executive director Dick Whittington, discussed long-term funding issues and planning a special meeting in August with the advisory board.
- Sheriff Braun and department staff worked with secret service to assure former First Lady Laura Bush had a safe vacation in the Eastern Sierra; Mrs. Bush also participated in a re-dedication ceremony commemorating the 100<sup>th</sup> anniversary of the opening of Tioga Pass Road.
- Request to adjourn meeting in memory of James Wilson, whose celebration of life took place at Mono Lake Park on Sunday.

**Supervisor Fesko:**

July 21-22

- Attend the RCRC Executive meeting in Sacramento. Updated on the state of various legislation. Big focus on Medical Cannabis and local County authority over land use. Executive Committee recommended to the full RCRC Board that Greg Norton, RCRC CEO/President continue in this capacity.

July 30<sup>th</sup>

- Attended the quarterly CPT meeting in Mammoth. Various updates by USFS, BLM, CalTrans, etc.
- Stopped by the Bridgeport Animal Control facility near the Road Shop. Now that the staff has been moved in he wanted to stop by and see how things are working. He was really dismayed at the work conditions, or lack of. The desks are not really desks but small tables, including a coffee table. At times one staff must use a “TV Tray table” as their desk. Felt that the working conditions are pathetic at best!

August 4<sup>th</sup>

- Spoke with Jeff Ulrich, Bridgeport District Ranger, on the status of two fires local to the Antelope Valley. The Desert Fire, east of Antelope Valley, was contained to ~40 acres. Several engines, 2 helicopters and ~100 crew were put on this fire. This was a lightening caused fire.
- The Mill Canyon Fire started up beyond Lost Canyon Creek due to lightening. Due to the Mill Canyon Road closure, access was limited. At this time, it appears it may have extinguished itself.

**Supervisor Johnston:**

- Nothing to report this week.

**Supervisor Stump:**

- 7-22: Attended the Land Development Technical Advisory Committee (LDTAC) - Cell tower for Chalfant was discussed, Developer was advised of County processes and of potential changes in the County General Plan to be adopted in December that could simplify the permit process.
- 7-23: telephone meeting with Dr. Johnston of Public Utilities Commissioner Sandoval's staff about a scheduled PUC hearing in Mammoth on 8-21. He was informed that the PUC will want to hear any issues concerning Verizon Landline from agency representatives or citizens that could affect the PUC Decision on the proposed sale of Verizon to Frontier Communications. Meeting will be in Suite Z starting at 5:00 PM.
- 7-24: Attended the Eastern Sierra Land Trust Tour of Conway Ranch. Nice group of people with many good questions. Tony Dublino was there and did an excellent job. Supervisor Alpers impressed the group with his historical knowledge.
- 7-25: Attended the Fund Raiser for the Wheeler Crest Fire Department in Swall Meadows. Event sold out and raised almost \$30,000.

**Note**

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- 7-26: Attended a wedding in Mono Lake Park. Wonderful setting. Park looked great, has obviously had regular attention over the years.
- 7-30: Visited the Eastern Sierra Bible Camp that used the Benton Community Center. Over 70 kids participated from California and Nevada. At least 14 were Benton locals including Tribal members. 10th year of the event and it continues to grow. Accommodations are made for low income kids. This is one of the largest group events each year in Benton. For those worried about the separation between Church and State the event organizers schedule and pay for the use of County Facilities like any other group. Thanks to Steve Worable of Public Works for getting the Park bathroom toilette repaired prior to the event. It had been vandalized by having sticks flushed down it which caused it to back up. Second vandalism of a toilette at the park in a month. First time it was a role of paper towels. Sheriff's Office is involved.
- 8-3: Attended the LDTAC meeting - New well for the Lower Rock Creek Mutual Water Company noise variance if well drilling operations are 24 hour was on the agenda. The EIR for the Hooper Development already analyzed the creation of a new well so the only potential new issue is after hour noise. Thanks to Community Development Staff for having the foresight to cover this new well in an EIR.
- Requested that today's meeting be adjourned in honor of Lloyd "Digger" Wilson who passed away Saturday.

## 5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

**Marshall Rudolph:**

- Lynda Salcido is gone for two weeks; he is filling in for her while she's gone.
- He's just here to help her while she's out by handling day to day stuff; offered assistance in any capacity.
- Supervisor Corless: HR and CAO recruitment, asked for update. He confirmed both positions are open; recruitments are ongoing for both positions. There should be a link on the website Recruitment is being done by professional company Anderson and Associates. Will be open for at least a month.

## 6. DEPARTMENT/COMMISSION REPORTS

**Bob Musil:**

- CPUC Commission – they've contacted our office and requested permission to present to the board on 8/18.
- Mentioned SB 450 and where it is in legislation; tabled until January. Any changes not to go into effect until 2017 at the earliest.

**Joe Blanchard:**

- Minaret Mall AC system fail update: new compressor to be installed tomorrow at cost of \$3500.
- A few years ago all systems were inspected; at that time five were identified as problem units. We are responsible for these units. Only changing out compressor is like replacing a motor on an old beat up car, what's next?
- Marshall: We are a subtenant of the Town in that space. Landlord would like to negotiate a new long term lease with us. It may turn out that the Town has some responsibility for AC unit. If things can wait they should, if not they can be brought to board.
- Should this be agendized?

### Note

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**Garrett Higerd:**

- Paving on Rock Creek road starting tomorrow.
- People can expect 30 minute delays; they will start at 6:00 a.m. and go till 6:00 p.m. or later and possibly the next two Saturdays.
- Will be pretty intensive couple of weeks.
- Last day scheduled is Monday, August 17<sup>th</sup>.

**Scott Burns:**

- Announcement: Long Awaited General Transportation Plan is out for review – target to be to Board by December.
- Big thank you to his staff; just about everyone has been involved in this.
- Association of Environmental Professionals conference to happen in Mammoth in September.
- Dr. Paulus did a lot of work to help us streamline future project permitting.

**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. Department of Public Health Immunization Grant Fiscal Year 2015-2017**

Departments: Public Health

Proposed grant with the California Department of Public Health pertaining to immunization services.

**Action:** Approve and authorize the Chair of the Board to sign the Standard Agreement Number 15-10434 with the California Department of Public Health (CDPH) for the Immunization Program for FY 2015-2017.

**Corless moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M15-165**

**Supervisor Corless:**

- This is a large part of what our Health Department does; this needs to be highlighted in our Strategic Plan as a mandated project.
- Although it takes work to integrate into plan, it also meets our goals and has very clear measurable activities.

**B. Information Technology Strategic Plan**

Departments: Information Technology

After an initial presentation of the Information Technology Strategic Plan to the Board on July 14th, 2015, the document was presented to and adopted by the Mammoth Lakes Town Council on July 15th, 2015. The document is now being brought back before you for adoption.

**Action:** Adopt the final draft of the 2015-2018 Information Technology Strategic Plan.

**Corless moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M15-166**

**Note**

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**C. California Broadband Cooperative Director Compensation**

Departments: Information Technology

Pursuant to the bylaws of the California Broadband Cooperative (of which Mono County is a Class A member), members of the Cooperative's board of directors are entitled to compensation of \$2,000 annually plus \$1,000 per meeting. Mono County has the right to appoint one such director and previously appointed Nate Greenberg. The Cooperative's bylaws also allow for a Class A member (such as Mono County) to request that the compensation for its director's services be eliminated, reduced, or paid directly to the member (i.e., Mono County). This item is seeking authorization from the Board of Supervisors to have the full amount of this compensation paid directly to Mono County and be realized as revenue in the IT Department's budget.

**Action:** Authorize that the full amount of compensation for Nate Greenberg's services as Mono County's appointed director on the California Broadband Cooperative's (CBC) board of directors be paid directly to Mono County.

**Corless moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M15-167**

**Supervisor Stump:**

- Recognized Nate Greenberg for this diversion of funds.

**D. Request to Hold Special Election**

Departments: Elections

Notice has been given by the Town of Mammoth Lakes, that a Special Municipal Election is to be held in the Town of Mammoth Lakes on Tuesday, October 6, 2015, at which there will be submitted to the voters the following measure: MEASURE Z: Shall the ordinance to require voter approval to alter transient rental zoning in certain residential neighborhoods be adopted? Yes or No? The Town of Mammoth Lakes has requested the Mono County Registrar of Voters conduct this election. This item is being brought forward pursuant to Elections Code section 10002 to provide authorization from the Mono County Board of Supervisors allowing the Mono County Registrar of Voters to conduct said election. All costs associated with this election will be reimbursed by the Town of Mammoth Lakes.

**Action:** Authorize the Mono County Registrar of Voters to conduct a Special Election for the Town of Mammoth Lakes, concerning Measure "Z", on October 6, 2015. Direct staff to bill the Town of Mammoth Lakes for conducting said election.

**Corless moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M15-168**

**Note**

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

**9. REGULAR AGENDA - MORNING**

**A. Presentation on Walking Water**

Departments: Clerk of the Board

(Kate Bunney) - Kate Bunney is coordinating the Walking Water event beginning the first week of September. The group is walking to raise awareness about water issues and will trek from Saddlebag Lake to Owens Lake over a 3 week period.

**Action:** None.

**Kate Bunney:**

- Handed out fliers and postcards.
- She's completely in awe of the beauty of this area.
- Walking Water – raise awareness to the water situation; how the world wants us to walk through the world.
- Walking Water is trying to practically contribute to issue: walking from Mono Lake down to Los Angeles.
- Power of water – how can we bring communities together and inspire people to change behavior?
- Explained route they will take. Asked if one of the Board members would want to walk.
- She's here to ask for support from Board and asked what they might need from Walking Water?
- Starting September 1<sup>st</sup> at approximately 9:30 a.m. at Mono Lake near the airport.
- Website: [www.walking-water.org](http://www.walking-water.org).

**Supervisor Johnston:**

- Dates? We have a board meeting but could maybe arrange to meet at the starting point and then reconvene in Bridgeport for meeting.

**Supervisor Alpers:**

- Will to host certain areas of their walk.

**Supervisor Corless:**

- Thanked her for her presentation.
- She fully supports this. She'd be interested in partially walking if possible.

**Marshall Rudolph:**

- Is there a majority of the board interested in convening September 1<sup>st</sup> meeting at Walking Water start site?
- We can find a way to facilitate that with staff.
- Mentioned that the permitting of this event is ongoing and is in the works.

**Supervisor Fesko:**

- Will work to arrange the September 1<sup>st</sup> meeting so that Board can attend.
- Asked to be kept informed.

**Supervisor Stump:**

- Will there be a website showing stop/start points in case anyone wants to walk for one day?

**B. Verizon Request to Permanently Deviate From Scenic Highway Underground Requirements**

Departments: Community Development Department, IT

**Note**

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(Nate Greenberg, Scott Burns) - Proposed comment letter responding to Verizon's request to permanently deviate from Highway 395 Scenic Highway underground utility requirement.

**Action:** Authorize the Chairman's signature on the attached comment letter (as amended to reflect Scenic Byway language) opposing Verizon's request to the CPUC.

**Stump moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**M15-169**

**Scott Burns:**

- Introduced item; follow up to a three to four year old issue.
- Thanks to Stephen Kalish for all work done on this.
- We've been accepting to Verizon's need due to services they provide but it was clear that when the ability to go underground became available that they would do that.
- There is information out that Verizon may plan to stay overhead indefinitely.
- Thanks to Nate Greenberg for draft letter; he has highlighted the importance of current services (redundancy and underground).
- Asking for authorization of signature on draft letter.

**Nate Greenberg:**

- A lot of these details will come back to board on 8/11.
- This item and draft letter plays into the overall scheme of things.
- Gave detailed information regarding item and requested letter.
- Doesn't see a lot of value to waiting to send out letter.
- Additional text to be added by Scott Burns?

**Supervisor Stump:**

- Thanked Nate for touching on Verizon and costs they quote for wholesale/broadband.
- Question about letter – is there an advantage to debunking claim about prices?
- Should we wait for their letter to come out or state objection up front?
- Feels letter is appropriate and well written.

**Supervisor Johnston:**

- He feels letter needs a bit more scenic quality.
- Need to state that overhead lines done fit with our Wild by Nature slogan.

**Supervisor Alpers:**

- Agrees with previous Supervisor's comments; does support letter.

**Supervisor Corless:**

- Supports letter.

**Supervisor Fesko:**

- He feels that removing those lines aren't going to make that much difference.
- Need to push the safety aspect; the scenic aspect isn't going to matter.

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

*No one spoke.*

**11. CLOSED SESSION**

*There was nothing to report out of closed session.*

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

**Note**

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



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 - Exposure to Litigation**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1. Facts and circumstances: Mass wasting of slope adjacent to Mill Canyon Road.

**REGULAR SESSION CONTINUES**

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

*No one spoke.*

**13. REGULAR AGENDA - AFTERNOON**

**A. Mill Canyon Road**

Departments: Public Works - Road

(Jeff Walters) - Board Chairman Fesko requested this item. Mill Canyon Road is a county maintained road located south west of Walker. It is a dirt road crossing through Bureau of Land Management land. The slope above and below a section of the road is sliding downhill, thereby affecting the road. The county temporarily closed affected portions of the road on July 21.

**Action:** Ratify and continue closure of affected portion of Mill Canyon Road for period of up to six months, utilizing a locked gate to limit access. At the expiration of six months, the closure and the condition of the road shall be re-evaluated by the Board. Delegate authority to the Public Works Director (as County Road Commissioner) to open or close the road during the six month closure period for emergency purposes only if, in his opinion, conditions at that time are such as to not endanger the safety of emergency personnel, the public, or county staff. Request that California Fish and Wildlife refrain from using its irrigation ditch uphill from the road until such time as the ditch has been lined or a pipe installed.

**Fesko moved; Corless seconded**

**Vote: 5 yes; 0 no**

**Note**

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### **M15-170**

#### **Jeff Walters:**

- Here to discuss ongoing issue in Mill Canyon.
- There is a large section of road sliding downhill.
- County put up a temporary closure before the first fracture and has maintained that (k rail).
- Explained the options relating to the road at this point.
- There was an on-site meeting on 7/24 with many agencies.
- Nothing was decided at this meeting; nothing is certain. There is evidence this has happened in the past.
- Options going forward include: 1. Maintain “hard” road closure (concrete K-rails) and monitor road as necessary. 2. Install soft road closure with lockable gate and monitor as necessary. Open and close road based upon conditions of slope. 3. Keep road open and monitor as necessary. 4. Re-route road above failing slope. This would require NEPA permitting, engineering etc. 5. Recreate abandoned section of Lost Cannon Road. This would also require NEPA permitting, engineering etc. 6. Research funding opportunities for “repair” of failing slope. 7. Request that California Fish and Wildlife refrain from use of irrigation ditch above the road until they install pipe or line the ditch. 8. Install water/soil monitoring stations to determine ground water depth and monitor as necessary. 9. Install slope monitoring stations to observe slope movement and monitor as necessary.
- Fixing slide will be terribly expensive; rerouting may make the most sense.

#### **Supervisor Johnston:**

- Asked if there was water in ditch above the road.
- Is ditch leaking?
- Is road otherwise passable other than one section?
- Can this become an abandoned road?

#### **Supervisor Fesko:**

- Doesn't appear to be an area that's used very often. But, now that it's closed he has heard some complaints about it being closed. He very much appreciates Public Works getting on this so quickly.
- It is a road used by Marine Corp.
- Unfortunate situation – we need to look for more permanent fix for this.
- There are ideas out there to fix, funding is another issue.

#### **Supervisor Stump:**

- Asked about boundaries in exhibit A.
- Has it happened before? What was done?
- Mono County doesn't have money like federal agencies do.
- In reference to recommended actions: feels we're not limited to just one.
- #7 and #2?
- Does it fall on County to be information coordinator? Need to coordinate who is going to take the lead.

#### **Supervisor Corless:**

- Supports a temporary road closure to all travel except access for emergency or agency use. Build a locking gate. Monitor slide and direct staff to work with agencies involved on options for a permanent solution to address this road issue.

#### **Aaron Johnson (Fish and Wildlife):**

- Their agency shares concern for the road; they are investigating and looking at possible uses of ditch in the future.
- They've asked staff about the use of ditch in past – state acquired this wildlife area in 1979. There was no recollection since that time of a slide like this in their records.

#### **Note**

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- Not clear on whether outlying areas would be included in investigation or just affected road.
- They have historical rights that go along with this allowing them to convey water in old ditch.

**Stacey Simon:**

- Explained which code sections this road issue applies to.
- Gave details on possible recommended actions.

**ADJOURN AT 12:31 P.M. IN HONOR OF LLOYD “DIGGER” WILSON, LONG TIME RESIDENT WHO PASSED AWAY ON SATURDAY, AUGUST 1<sup>st</sup> and JAMES WILSON WHO ALSO RECENTLY PASSED AWAY.**

ATTEST

---

TIMOTHY E. FESKO  
CHAIRMAN

---

SHANNON KENDALL  
ASSISTANT CLERK OF THE BOARD

**Note**

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 18, 2015

**Departments:** Clerk of the Board

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Board Minutes

**AGENDA DESCRIPTION:**

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

Approve minutes of the Regular Meeting held on August 11, 2015.

**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

[08-11-15 Draft Mins](#)

**History**

Time	Who	Approval
8/12/2015 12:13 PM	County Administrative Office	Yes
8/13/2015 9:05 AM	County Counsel	Yes





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

Regular Meetings: The First, Second, and Third Tuesday of each month.  
Location of meeting is specified just below.  
MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278  
Main St., Bridgeport, CA 93517

**Regular Meeting  
August 11, 2015**

Flash Drive	#1006
Minute Orders	M15-171 to M15-179
Resolutions	R15-56 to R15-58
Ordinance	ORD15-07 NOT USED

9:00 AM Meeting called to order by Chairman Fesko.

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

*Break: 10:25 a.m.  
Reconvene: 10:35 a.m.  
Closed Session: 12:30 p.m.  
Reconvene: 1:01 p.m.  
Adjourn: 1:03 p.m.*

Pledge of Allegiance led by Supervisor Alpers.

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

- 1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**  
**Hector Gonzalez:**
  - Briefly spoke about – New Amnesty Law for Traffic Violations, the need in our County for Grand Jurors to come forward and serve and a new grant opportunity that Mono County received (2 year) from State Judicial Council.

**Note**

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## 2. APPROVAL OF MINUTES

Departments: Clerk of the Board

### A. Board Minutes

**Action:** Approve minutes of the Regular Meeting held on July 14, 2015 as corrected.

**Alpers moved, Corless seconded**

**Vote: 5 yes; 0 no**

#### **M15-171**

**Supervisor Stump:**

- On p. 9 of draft minutes, under his second bullet point, should read “we can’t *only* depend on IT or Race Communications.....”.

**Supervisor Corless:**

- At beginning of meeting it says that Supervisor Stump was absent, he was actually at the meeting. Needs to be removed.

### B. Board Minutes

**Action:** Approve minutes of the Regular Meeting held on July 21, 2105, as corrected.

**Corless moved; Alpers seconded**

**Vote: 5 yes; 0 no**

#### **M15-172**

**Supervisor Corless:**

- On p. 9 of draft minutes, under her last bullet point, should read, “Need to work on the social services project so that CAO office in Mammoth is open when new CAO is hired later this year (social services currently using Mammoth CAO's office).”

**Supervisor Fesko:**

- On p. 9 of draft minutes, last bullet point should read, “There is board consensus to agendize item for further discussion.....”.

## 3. RECOGNITIONS – NONE

## 4. BOARD MEMBER REPORTS

**Supervisor Alpers:**

- 8/4 - Attended the JLCAC held at the June Lake Community Center. The CAC made the completion of the Down Canyon Trail the top priority trail that is needed. Once again, there was a lengthy discussion regarding the TROD in the Clark Tract. Those for and those against continued to hold their ground.
- 8/4 - Met with David and Amanda Carmichael, new owners of June Lake Pines, about establishing a day care center in June Lake. June Mountain Ski Area has tentatively agreed to allow this use in their facilities at the ski area. They have formed a Board of Directors and are seeking tax-exempt status for their organization. There is the possibility that they can work under the June Lake Women's Club Charter. Mammoth attorney David Baumwohl is assisting them in their effort.
- 8/5 - Had a sneak peak at the new gym floor at Mammoth High School. Unbelievably beautiful and so new! The finish is curing over the lines, court

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artwork and maple floor. It reminded me very much of a collegiate facility. The floor dedication ceremony will be held on Friday, August 21st from 2-4pm.

- 8/7 - Attended the Emile Rummel Celebration of Life event held at the Convict Lake Restaurant. Emile's children and many long time friends were in attendance. Mike and Penny Melin, Convict bar and restaurant operators, presented to Emile's family a huge mounted rainbow trout that Emile caught many years ago which was on display in the lounge. All present signed and messaged the family on the back of the wood mount board. Emile was instrumental in the original Town of Mammoth Lakes incorporation movement, establishing the Mammoth Lakes Kids Fishing Festival, securing budgets for the trophy trout programs for both the Town of Mammoth and Mono County, promoting handicapped access to the various fishing venues in the Mammoth area as well as growing a successful general contracting business in the Mammoth/Crowley area. Not many people know that Emile was born in France and lived under his house for 18 months while his parents served courageously in the French resistance during the Nazi occupation.
- 8/8 - Attended the 61st Annual June Lake Fireman's BBQ held at Gull Lake Park. Once again, a huge success. Attendance was smashing, food was excellent, entertainment was great, raffle was off the charts, equipment was beautiful, and a high number of small children were everywhere under foot! New young families are moving back into June Lake and this is an excellent sign for the future of the community. Thank you to all of the volunteers and businesses that supported the event.

**Supervisor Corless:**

- Wednesday, 8/5: Long Valley Hydrologic Advisory Committee
  - Went for the update and field trip to view a groundwater monitoring well that US Geological Survey was in the progress of drilling, just northwest of Shady Rest Park (adjacent to an existing Ormat well). They were planning to drill 600 feet and expected to find a pool of cold water at that depth; instead, they hit warm water much closer to the surface than expected, so will not drill to the full depth of 1000 feet at the second monitoring well going in the coming weeks just south of Shady Rest Park. There wasn't an explanation or conclusion given of what that means for project monitoring plans. Wonders if these on-the-ground results call into question any of the assumptions made based on prior research. From a layperson's view, the HAC gives tons of data but doesn't draw conclusions, so it is somewhat confusing.
  - Also reported at the meeting, and not surprising--USGS monitoring of springs throughout the caldera showed historic lows all around.
  - Thanks to Collin Reinhardt of the BLM for sending out a press release regarding the well drilling—as she's said before, there's a need for more public outreach and understanding about the complicated permitting process around the Casa Diablo IV project and potential impacts to Mammoth Lakes, whether it's drinking water or recreation.
- Thursday, 8/6: Invited to attend a meeting of the newly formed Mammoth Lakes Broadband Task Force, participated in helping outline goals of this new group:
  - **Rationale** - attract businesses to the community and encourage development; improve livability and quality of life for locals (cost of living, schools, etc.); enhance visitor experience through access to

**Note**

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- technology.
- **Recommended goals to Town Council** – plan and build infrastructure necessary to access Gigabit networks; optimize adoption through education, outreach, and focused communication strategies; create and implement a unique brand that recognizes *appropriate* adoption (all goals will be scaleable to regional needs and opportunities).
- Saturday: Shop with a Cop—thanks to Sheriff Braun for the invitation to join her and a very lovely soon-to-be third grader at Lee Vining elementary. Had a great time shopping for back-to-school clothes and supplies, along with staff from Mono County probation, MLPD, Bishop PD, Inyo County Sheriff.
- Fish and Game Commission decision to enact a statewide bobcat trapping ban was a positive result for Mono; many thanks to Lynne Boulton and other local residents who attended the Fish and Game Commission's August 5 meeting and many other meetings, and helped bring this issue to our board's attention.

**Supervisor Fesko:**

August 4<sup>th</sup>:

- Attended CSA #5 meeting. They are finalizing up their 2015-2016 budget and setting projects for this fiscal year. Notified them that CalTrans received the "CalTrans Excellence in Transportation Award for Bridgeport's Main Street".

August 6<sup>th</sup>:

- Met with constituents in the morning regarding the EMS program. They voiced their concerns and possible fixes.
- Attended the EMS Ad Hoc meeting in Lee Vining. Mr. Bill Van Lente once again facilitated the group's efforts in consolidating the group's ideas. The great interest, questions, and thought going into this process by all members is amazing. He has great hopes that something really tangible will come out of this committee.
- Attended the Antelope Valley RPAC in Walker. Great turnout by members and the public. More discussion about trails took place. Special thanks to Scott Burns for attending in place of RPACS regular staff member. Scott did a great job answering and explaining the process for any new trail.

Various dates:

- He has received many calls and drop by's regarding Mill Canyon Road. Many are curious as to why the road is closed, what is being looked into, and to express their desire to see a fix to this problem. Continuing to learn just how much this road and area is used by the public. This includes residents and tourists. He explained how the many partners (USFS, BLM, MWTC, Cal Fish and Wildlife, etc) are involved but also that this could take a while so he asked for their patience but also for their support.

**Supervisor Johnston:**

- Reported that the State Fish and Game Commission voted to ban Bobcat trapping in California. The vote was 3 to 2. Noted that he does not see the rationale for opposition by two of the members given the fact that pelts are sold to China and others for creation of fur coats and accessories for Russian buyers. Noted that the Mammoth Times stated that all five of the Board of Supervisors supported the ban but the Times will correct this statement in that Supervisor Fesko voted no on the Board's letter. He also congratulated the "Project Coyote" group and other concerned citizens and groups who rallied to see the ban come to fruition.
- The reconfiguration and repaving of the Elementary School parking lot is nearing completion with the second "lift" of asphalt being placed this week.
- The IMACA Head Start facility (which had to be relocated due to the

**Note**

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Elementary School parking lot change) has started foundation construction in the High School parking lot for the portable building now stored at the nearby lumber yard.

- Attended the Treasury Oversight Committee meeting yesterday. The quarterly report will be presented later on this agenda but the salient point is that the County continues to quadruple the rate of return on investments compared to the Local Agency Investment Fund; 1.08% to 0.28%. The Town of Mammoth Lakes is now an active participant.
- Would like to adjourn today's meeting in honor of Stephen Kabala, local architect, who recently died. He designed several public structures in the vicinity including the Town/USFS Visitor Center on SR 203 in Mammoth.

**Supervisor Stump:**

- 8-6 : Attended the EMS Committee meeting
- 8-8: Attended a fundraiser for a therapeutic horseback riding center (Freedom In Motion) in Hammil Valley. Just one of the County's hidden assets.
- Meant to previously thank Town Council for adopting a five year parcel fee for Solid Waste Program.

**5. COUNTY ADMINISTRATIVE OFFICE**

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

**Marshall Rudolph:**

- Nothing to report.

**6. DEPARTMENT/COMMISSION REPORTS**

**Alicia Vennos:**

- She attended Friends of the Bodie Day. They won two more awards – two of the three People's Choice awards (best educational content and most fun).

**Sheriff Braun:**

- Echoes what Supervisor Corless reported on Shop with a Cop "Back to School" version. Event included a big baggie of school supplies, clothes, and 12 kids from Mono and Inyo County. Congrats to Dave Scobie who organized this and also Deputy Hernandez and PIO Hansen. They will be doing this again in December.

**Scott Burns:**

- Follow up on Chairman Fesko's announcement that we are receiving an excellence in Transportation award from State – "Highway as a Main Street" is the theme. Big thanks to everyone for their assistance.
- Another item: following upon Antelope Valley RPAC – in minutes a few months back, Board provided direction that they'd like to meet with this RPAC in August or September. The RPAC is interested in meeting with Board – maybe at one of their regular evening meetings (first Thursdays)?
- Supervisor Fesko: September 3<sup>rd</sup>, October 1<sup>st</sup> or November 5<sup>th</sup>. Board preference: November 5<sup>th</sup>. This would be a special board meeting.

**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.)

**Note**

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

Departments: Public Works

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

**Action:** Adopt Resolution No. R15-56, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of Convict Lake Road for Pedestrian Bridge Work."

**Stump moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**R15-56**

**B. Deed Restriction, Covenant, and Agreement to Satisfy Conditions of the Sharp Encroachment Permit**

Departments: Public Works

William Sharp has requested that County approve storm drainage facilities for a driveway encroachment as built, rather than require that they be removed and rebuilt in accordance with the approved Encroachment Permit. Public Works is willing to approve the storm drainage facilities as built, only if the property is enforceably restricted by a Deed Restriction, Covenant, and Agreement that limits the County's liability.

**Action:** Approve, and authorize the Assistant Public Works Director to sign and record Deed Restriction, Covenant, and Agreement enforceably restricting APN 026-420-002-000 to ensure that storm water drainage from Sierra Vista Circle is appropriately discharged.

**Stump moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**M15-173**

**C. AIDS Drug Assistance Program (ADAP) Contract #15-10342 for July 1, 2015-June 30, 2017**

Departments: Health Department

Proposed contract with the California Department of Public Health, Center for Infectious Diseases, Office of AIDS (OA) pertaining to the AIDS Drug Assistance Program (ADAP) Contract for July 1, 2015-June 30, 2017.

**Action:** Approve County entry into proposed contract #15-10342 and authorize the Public Health Director to execute said contract on behalf of the County. Additionally, provide authorization for the Public Health Director to sign contract amendments that may occur during the 2-year contract period from July 1, 2015-June 30, 2017.

**Stump moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**Note**

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**M15-174**

**D. Hiring Freeze Variance Office Assistant I/II**

Departments: Behavioral Health

This vacancy is due to pending resignation of our current Office Assistant II, who is leaving Mono County to attend school in Southern California. This position provides support to our Front Office FTS I, answers our office phones, provides customer service to phone and walk in consumers, collects and records payments, and does a variety of other administrative tasks.

**Action:** Authorize Behavioral Health director, in consultation with Human Resources, to recruit to fill one Office Assistant I/II position.

**Stump moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**M15-175**

**E. Milovich Employment Agreement**

Departments: Human Resources, County Counsel

Proposed resolution approving an at-will employment agreement with Christian Milovich. The agreement would continue Ms. Milovich's employment as a deputy county counsel.

**Action:** Adopt Resolution R15-57, a resolution of the Mono County Board of Supervisors approving an employment agreement with Christian Milovich and prescribing the compensation, appointment, and conditions of said employment.

**Stump moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**R15-57**

**Supervisor Fesko:**

- Addressed the issue of whether Management is currently paying more into Health, etc. This IS happening. Management follows same policy as MCPE.

**F. Greenberg Employment Agreement**

Departments: Human Resources, IT

Proposed resolution approving an at-will employment agreement with Nate Greenberg. The agreement would continue Mr. Greenberg's employment as Information Technology (IT) Director.

**Action:** Adopt proposed Resolution R15-58, a resolution of the Mono County Board of Supervisors approving an employment agreement with Nate Greenberg and prescribing the compensation, appointment, and conditions of said employment.

**Stump moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**R15-58**

**Note**

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## **G. Vehicle Cost Overage/Extension - Five Chevrolet Tahoe 4WD Patrol Vehicles**

Departments: Sheriff's Office

On May 5, 2015, the Board of Supervisors approved the cost of five (5) new Chevrolet Tahoe 4WD Patrol Vehicles for the Mono County Sheriff's Office. The approved not-to-exceed purchase amount was for \$320,000.00 from the Public Works Motor Pool Fund. The Sheriff's Office is requesting an extension to \$323,000.00 to complete insufficient inventory. The cost overage will be paid out of grant funding through the Sheriff's Office.

**Action:** Approve the cost overage and extension for the five Chevrolet Tahoe 4WD Patrol Vehicles from the original approved not-to-exceed cost of \$320,000.00 to the extended cost of \$323,000.00. The cost overage will be paid out of grant funding through the Sheriff's Office.

**Corless moved; Alpers seconded**

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

### **M15-176**

**Pulled by Supervisor Johnston:**

- Not sure why this is on the consent agenda.
- This topic has created more feedback than any other.
- Felt when this was first brought to Board that the staff report was incomplete.
- At that time he was very disappointed that these vehicles were approved out of sync with budget.
- One of policies, adopted by board unanimously was that we wanted to have same kinds of vehicles in our motor pool, as much as possible.
- If we do this we are spending \$10,000 to \$15,000 more than we have to.
- Feels each board member needs to explain why we did this. Feels he is missing something.
- We should be buying a more cost effective vehicle.
- Appreciates what the Sheriff's Department is trying to do, but feels they could do the same thing with Ford which would be consistent with Motor Pool vehicles that we have.
- The arguments that have been presented suggest that we should buy Humvees – there's a point to where the argument fails due to how much it costs.

**Leslie Chapman:**

- This is being proposed as part of budget; additional funds are covered by grant funds.
- This vote today will not trigger a significant budget change.
- The original item did require a 4/5 vote, this item does not.

**Supervisor Fesko:**

- Does this vote today require a 4/5 vote?
- Even though we are trying to standardize the fleet sometimes something better comes up.
- He's comfortable with moving forward with Sheriff's request.

**Undersheriff Moriarty:**

- Reason they are back here is because they originally thought there was sufficient inventory in radio equipment; there was not. Mistake on their part. They only had enough inventory for 2 ½ extenders.

### **Note**

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

- As far as safety of cars go: he and Sheriff Braun take great pride in keeping officers safe.
- The Interceptor does not fulfill their needs.
- The new vehicles are being painted black and white this week.
- They are purchasing from Folsom Chevrolet – authorized Government agency; will be shipped to outfitter who is specially certified. They will have a Deputy there on hand to oversee everything and get appropriate training.

**Sheriff Braun:**

- By having a professional outfitter to the job, everything will be standardized and easier to maintain. Past practice of prior service was not efficient; will be much more so now.
- She feels that the Chevy Tahoe is the right choice for the Department; if she's wrong she'll eat crow but she doesn't think she will be.

**Jeff Walters:**

- Spoke about various comparisons.

**Supervisor Corless:**

- She fully supports Sheriff's request.
- She doesn't think it's accurate to say we're spending an additional \$50,000.
- She wants the Sheriff's Department as safe as possible.

**Supervisor Stump:**

- Thanked Supervisor Johnston for bringing up some of these points but he is comfortable with Sheriff's request, especially given the fact that these vehicles are already purchased.
- Adequacy of staff report and agenda item should be as thorough as possible.

**Supervisor Alpers:**

- Apologized for interrupting Supervisor Johnston.
- He supports Sheriff's request especially for safety reasons.
- Doesn't ever want to have to explain to a family why they didn't choose safety over saving money.

**8. CORRESPONDENCE RECEIVED (INFORMATIONAL)**

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

**A. Larisa Craig Email Regarding Benton Camp Stats and Review**

Departments: Clerk of the Board

Email from Larisa Craig to Supervisor Stump dated August 4, 2015 regarding Benton Camp stats and review.

**Supervisor Stump:**

- This was part of his board report last week.
- Thanked Steve Worable, Mono County Staff for putting it together.
- This was 10<sup>th</sup> anniversary of this particular camp.

**B. Law Library Board of Trustees Annual Report**

Departments: Clerk of the Board

Correspondence from the Law Library Board of Trustees outlining their annual report.

\*\*\*\*\*

**Note**

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

*The Board acknowledged receipt of the correspondence.*

## 9. REGULAR AGENDA - MORNING

### A. Quarterly Investment Report

Departments: Finance

(Joanne K. Werthwein) - Quarterly Investment Report for Quarter Ended: June 30, 2015. Investment report and staff report will be presented at the meeting.

**Action:** None.

**Joanne Werthwein:**

- Handouts (post to web).
- Presented report to Board detailing statistics, etc.
- Callable funds – investment paid back but couldn't be held on to until its maturity. They invest in callables because they offer higher returns.

**Supervisor Johnston:**

- Asked some questions about bars on graphs, etc.
- County's treasury is 10<sup>th</sup> in the state; few others above us doing razzle dazzle kind of things. In 58 counties, we are up there in return investments; doing quite well.

**Supervisor Stump:**

- Asked for definition for "callable" bonds.
- By having larger treasury pool, does it give us leverage advantage?

**Supervisor Fesko:**

- The amount of time that goes into this on a daily basis is a lot; he's impressed with work that Finance does.

**Leslie Chapman:**

- Larger Treasury Pool gives us greater percentage of illiquid funds.
- Small fee – they keep track of time spent on treasury items and quarterly earnings are reduced by value of amount of time.

**Supervisor Corless:**

- Investment Policy and not doing business with five felon banks: she encourages Oversight Committee to look at issue, maybe take a look at Santa Cruz' policy.
- If it needs to come back before board she welcomes it.

### B. Tourism and Fisheries Update

Departments: Economic Development

(Alicia Vennos, Jeff Simpson, Liz Grans) - Presentation by Mono County Economic Development staff primarily focusing on Tourism marketing highlights; initiatives and goals, as well as an update on Fisheries.

**Action:** None (informational only).

**Alicia Vennos (powerpoint):**

- Gave kudos to her staff.

Mono County Economic Development Tourism:

- List of commissioners
- TOT by year (should show a 3% increase over last year)
- California Tourism Trends

#### Note

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

- China Ready
- Funding Last Year
- Paid Media/Earned Media

**LIZ GRANS:**

- Monocounty.org
- Booking.com
- Social Media
- Visitor Guide and Collateral
- Tradeshows
- Paid Media/Earned Media
- Advertising
- Television Advertising
- Tourism Partners
- Community Event Marketing
- Tourism Goal

**JEFF SIMPSON:**

- Fisheries Commission
- List of commissioners
- Fish Stocking (Desert Springs Trout Farm/Conway Ranch)
- Fish and Game Fine Fund / Discretionary Fund
- Main goal at Fisheries Commission is to get as many fish in the water as possible.

**Supervisor Fesko:**

- He thinks increases in visitors from other countries is spot on.
- He'd be more than happy to have them come back with more TOT related information at some point.
- Appreciates what Economic Development does.

**Supervisor Stump:**

- Would be interested in seeing where we stand TOT wise in comparison to other tourism.
- Asked what Fish and Game Fine Fund normally is at?

**Supervisor Johnston:**

- Seems to be recurring theme in presentation – better to buy from someone else than to raise our own?

**Supervisor Corless:**

- Thanked them for great presentation.
- Supports expansion of scope of Fisheries Commission and an interest in conservation and education.

**Supervisor Alpers:**

- Talked about flies/fly fishing.
- Clean up days are necessary, but not every day.

**C. Friends of the Inyo Presentation**

Departments: Economic Development

(Paul McFarland) - Presentation by Paul McFarland, Special Projects Manager with Friends of the Inyo regarding accomplishments of the Mono County Trails Work.

**Action:** None (informational only).

**Paul McFarland:**

- Thanked Board for having him here.
- Discussion about trash and maintaining what we have – feels there is

**Note**

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



a cultural swell to drive more people into county but to also be responsible for our lands.

**POWERPOINT:**

- Community Volunteer Days (Mono Basin and June Lake)
- Tioga Pass
- Virginia Lakes
- Lobdell Lake Motorized Trails
- Sweetwater Range Signage
- Other Projects in Mono County
- Need to keep people engaged with frustration areas. Highlight the importance of partnerships

**Supervisor Stump:**

- He has had frequent requests that there needs to be additional restroom at upper end of trail.
- Complimented him on stairways near Convict Lake.

**Supervisor Johnston:**

- Down Canyon trail – how can we get the roadblock by Forest Service out of the way?
- Concept of multiple use on trails (Inyo Craters area). Motorized users are displacing other users.

**Supervisor Corless:**

- Thanked him for coming; has spent time with Paul seeing what Friends of the Inyo are doing.
- Hopes that through budget process and strategic planning process we continue to invest.

**D. Overview of Verizon-Frontier Transfer and Upcoming Public Participation Hearing**

Departments: Information Technology

(Nate Greenberg) - On February 5th, 2015, Frontier Communications announced its agreement to acquire Verizon wireline operations in California, Florida, and Texas. The Joint Application that is being considered identifies the "Transferred Business" as the following: Providing, marketing, and selling Incumbent Local Exchange Carrier (ILEC) and video services Originating Central Office voice switched long-distance services The provision of Verizon Online LLC for dial-up, Digital Subscriber Line (DSL), and dedicated Internet services (including FiOS) The sale, installation, and related maintenance of customer premise equipment (including 911 related CPE) for all ILEC customers Mono County wants the 'best available service' for our constituents and encourages the California Public Utilities Commission to require certain associated conditions on Verizon and Frontier to ensure that the major issues and concerns are addressed. This item will provide an overview of the transfer and review some of the key points which should be presented to the Commission during the upcoming Public Participation Hearing on August 21st in Mammoth Lakes.

**Action:** None.

**Note**

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

**Nate Greenberg:**

- Gave brief overview of item.
- We'll be entirely represented by Frontier. All landlines and 911 service will come from them.
- We've had issues with Verizon.
- Frontier is dedicated to modernizing communication.
- With this being such a large transaction, there are risks.
- Need to consider what role Mono County has in this type of transaction.
- Our approach to date (writing letters to CPUC) has been very good; it may be worth us continuing to do that in a more formal list.
- Next Friday at 4:00 p.m. in Suite Z is public meeting – There will be some county representation at this meeting.
- He's happy to answer questions but encouraged board members to attend participation hearing (or make sure someone is there).
- If we can memorialize concerns now and make sure we aren't overlooked, he thinks that would serve us well.

**Supervisor Stump:**

- Frontier needs to know they aren't buying a functioning vehicle.
- Can more than two board members attend without calling special meeting?

**Supervisor Fesko:**

- He is no longer a Frontier customer; they finally just got rid of land lines.
- He looks forward to seeing what this transaction does.
- Will be interesting to see how this affects rest of county.

**Supervisor Corless:**

- Thanked Nate for bringing this forward.
- It's important to take full advantage of having CPUC here in Mono County to express concerns with Verizon.
- Feels we need to really thank CPUC for their commitment to digital 395.
- Is it necessary for us to pull together a letter for the hearing or to individually give testimony?

**10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**  
*No one spoke.*

**11. CLOSED SESSION**  
*Information was reported out of closed session by Deputy County Counsel John Vallejo. See individual closed session items below:*

**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

**Note**

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

(PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

**B. Conference with Legal Counsel**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Luman v. Mono County Personnel Appeals Board et al.

**C. Conference with Legal Counsel**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: Deputy Sheriff.

**ADDENDUM TO REGULAR AGENDA**

**D. Conference with Legal Counsel**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code Section 54957. Title: Deputy Sheriff.

**E. Conference with Legal Counsel**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code Section 54957. Title: Public Safety Officer.

**12. REGULAR AGENDA AFTERNOON - NONE**

The Board reconvened from closed session and Chairman Fesko referred to John Vallejo to report certain Board actions taken in closed session.

**John Vallejo:**

- With respect to item II(C), the Board approved placing a Deputy Sheriff on paid administrative leave for greater than 30 days and made that approval retroactive. Approval to expire October 31, 2015 unless the need for the paid administrative leave is eliminated beforehand. Board vote was unanimous.
- With respect to item II(D), the Board approved placing another Deputy Sheriff on paid administrative leave for greater than 30 days and made that approval retroactive. Approval to expire October 31, 2015 unless the need for the paid administrative leave is eliminated beforehand. Board vote was unanimous.
- With respect to item II(E), the Board approved placing a Public Safety Officer on paid administrative leave for greater than 30 days and made that approval retroactive. Approval to expire October 31, 2015 unless the need for the paid administrative leave is eliminated beforehand. Board vote was unanimous.

**ADJOURN at 1:03 p.m. in honor of Steve Kabala who recently passed away.**

**Note**

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

ATTEST

---

TIMOTHY E. FESKO  
CHAIRMAN

---

SHANNON KENDALL  
ASSISTANT CLERK OF THE BOARD



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** August 18, 2015

**Departments: Social Services**

**TIME REQUIRED**

**SUBJECT** MOU with American Red Cross Los Angeles Region

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Proposed MOU to document the cooperative relationship between the American Red Cross Los Angeles Region and Mono County in providing emergency preparedness and disaster services.

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### RECOMMENDED ACTION:

Approve the Memorandum of Understanding (MOU) between the American Red Cross Los Angeles Region and Mono County for cooperation in providing emergency preparedness and disaster services, and authorize the Director of Social Services to sign the MOU.

---

### FISCAL IMPACT:

None.

---

**CONTACT NAME:** Kathy Peterson

**PHONE/EMAIL:** 760-924-1763 / kpeterson@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:

Kathy Peterson

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Staff Report](#)

[MOU with Red Cross](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/12/2015 10:11 AM	County Administrative Office	Yes
8/12/2015 11:19 AM	County Counsel	Yes
8/12/2015 9:56 AM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH  
Director

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

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



To: Mono County Board of Supervisors  
From: Kathy Peterson, Social Services Director *KP*  
Date: August 5, 2015  
Re: MOU with American Red Cross Los Angeles Region

**Recommended Action:**

Approve the Memorandum of Understanding (MOU) between the American Red Cross Los Angeles Region and Mono County for cooperation in providing emergency preparedness and disaster services, and authorize the Director of Social Services to sign the MOU.

**Fiscal Impact:**

None.

**Discussion:**

The purpose of this MOU is to document the relationship between the American Red Cross Los Angeles Region and Mono County. This MOU provides a broad framework for cooperation between the two organizations in providing preparedness and disaster services, such as:

- Rendering assistance and service to victims of disaster, so as to meet the disaster-caused emergency needs of the residents and guests of Mono County;
- Readiness and response activities, including planning, training, and human and logistical resource support; and
- Other activities which may be mutually beneficial.

Representatives of the American Red Cross and the Department of Social Services will jointly evaluate their progress in implementing this MOU every three (3) years and revise and develop new plans or goals as appropriate and necessary.

*Memorandum of Understanding*

*between*

*American Red Cross Los Angeles Region*

*and*

*Mono County, California*



**American  
Red Cross**



## **I. Purpose**

The purpose of the Memorandum of Understanding (MOU) is to document the relationship between the American Red Cross Los Angeles Region (“ARCLA”) and Mono County (Mono County). This MOU provides a broad framework for cooperation between the two organizations in providing preparedness and disaster services. Both Red Cross and Mono County are a “Party” under this MOU.

- Rendering assistance and service to victims of disaster, so as to meet the disaster-caused emergency needs of the residents and guests of Mono County;
- Readiness and response activities, including planning, training, and human and logistical resource support; and
- Other activities which may be mutually beneficial.

## **II. Independence of Operations**

Each party to this MOU will maintain its own identity in providing service.

## **III. Organization Descriptions**

The American Red Cross, founded in 1881, is dedicated to helping people in need throughout the United States and, in association with other Red Cross networks, throughout the world. The Red Cross depends on the many generous contributions of time, blood, and money from the American public to support its lifesaving services and programs. Through its mission, the Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors. The Red Cross provides services to those in need regardless of citizenship, race, religion, age, sex, national origin, disability, sexual orientation, veteran status or political affiliation.

The mission of the Mono County Department of Social Services is to serve, aid, and protect needy and vulnerable children and adults residing in Mono County in ways that strengthen and preserve families, encourage personal responsibility, and foster independence. The Mono County Department of Social Services offers a variety of services to individuals and families through several Federal, State, and County programs.

## **IV. Methods of Cooperation**

To ensure that the resources of the Red Cross and Mono County may be coordinated and used to the fullest advantage in rendering disaster relief, the Parties agree to the following points. Additionally, upon the written agreement of the Parties, these points may be elaborated upon further under separate annexes to this Agreement.

1. Mono County will provide ARCLA access to the County's Emergency Operations Center ("EOC") upon activation of the EOC. This can be either through electronic, telephone means or via a government liaison provided by ARCLA. ARCLA will report through representatives of Mono County Department of Social Services.
2. Representatives of Mono County and the Red Cross will maintain open communication. Both participants will encourage their respective agencies and affiliates to maintain open communication. Each participant will share current data regarding disasters (except for client information which may be confidential or privileged, unless disclosure has been expressly authorized by the client), disaster situational and operational reports, changes in policy or personnel relating to this MOU, and any additional information pertinent to disaster preparedness and response. *See Attachment A: Organization Contact Information.*
3. As described in the Mono County, Emergency Operations Plan, Mono County Department of Social Services will contact ARCLA disaster dispatch line **at 1-800-675-5799** when Red Cross services are needed or Mono County has decided an emergency shelter is needed for people displaced.
4. ARCLA will work closely with Mono County to ensure shelter agreements and appropriate surveys are completed and kept current for potential shelter facilities which will include facilities not owned and managed by Mono County. These could include schools, faith-based organizations and other private sectors facilities, as well as other necessary agreements and relationships such as feeding and medical services.
5. Mono County will invite ARCLA to attend all post-EOC Activations or emergency shelter operations After Action Report meetings, or to provide input for inclusion in any After Action Report documents for incidents in which ARCLA participated.
6. ARCLA will provide training, as necessary, to any Mono County agency employees and affiliated organizations (such as CERT) to ensure they correctly understand the roles, responsibilities, and limitations of Red Cross disaster relief services.
7. Mono County will provide training to any County agency or employee to ensure they understand the roles and responsibilities of the County in support of shelter operations.
8. Pursuant to the California Disaster Services Worker (DSW) Act, Mono County will make County employees in addition to social services designated disaster workers available to work with the Red Cross as Disaster Service Workers to assist in mass care, sheltering and other support functions during the aftermath of any local disaster. The Parties mutually agree that the first priority for assignment of available County employees will be to address the operational needs of the County before County employees would be made available to the Red Cross for assignment for Red Cross functions.
9. The Red Cross will provide access to Red Cross mass care and shelter training that will prepare all appropriate County employees with basic knowledge and skills in sheltering

and other Red Cross support functions in order to best prepare employees whose facilities are or may be used to support mass care or, who may serve as DSW workers, as described above. Mono County and the Red Cross will jointly promote the training for County employees through individual departments. Shelter training will be required for Mono County Department of Social Services staff pre-identified as priority shelter workers.

10. The Red Cross and Mono County will work collaboratively to stock and stage necessary shelter supplies, durable medical goods and consumable medical supplies in Red Cross trailers and/or other portable containers for deployment during shelter activations. Locations of trailers and portable containers will be mutually agreed upon by the Red Cross and the County.
11. Mono County and ARCLA will mutually ensure that disaster relief operations within the County are equally accessible to people with disabilities and others with access and functional needs.
12. Mono County and ARCLA shall work together to ensure the most correct information possible is found in City and Red Cross disaster plans and procedures.
13. Routine communications will be maintained between ARCLA and Mono County by conference calls, meetings, electronic messaging, and other means. Each Party will share current information regarding disasters, disaster declarations, and changes in regulations, legislation and protocols related to disaster relief.
14. Each Party agrees to provide updated emergency contact information as needed; *see Appendix A, Organization Contact Information.*
15. Mono County and ARCLA will participate in one another's disaster exercises, as appropriate.
16. Mono County and ARCLA will work together to provide mitigation and preparedness information to the County and its residents. Cooperative efforts could include distributing preparedness materials to targeted populations within the community, or requesting that local residents be encouraged to take part in pre-disaster preparedness planning efforts. Mono County and ARCLA will ensure all materials are made available in accessible formats for people with disabilities and others with access and functional needs.
17. Mono County employees and Red Cross workers will work cooperatively at the scene of a disaster and in the disaster recovery, within the scope of their respective roles and duties, and approved policies and procedures. *See Appendix C, Roles and Responsibilities.*

18. Mono County and ARCLA will actively seek to determine other areas or services within their respective organizations where cooperation and support will be mutually beneficial and to amend this Agreement accordingly to include those additional areas or services.

## V. General

- a. Both parties agree not to use or display any seals, logos or trademarks (hereinafter “trademarks”) of the other without first receiving the express written permission to do so; however, the use of the trademarks of the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose of MOU. If either party desires to use the intellectual property of the other, the “requesting party” should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the “owning party” for review in advance of dissemination or publication.
- b. Mono County and ARCLA will keep the public informed of their cooperative efforts.
- c. Mono County and ARCLA will widely distribute this MOU within the respective departments and administrative offices of each organization and urge full cooperation.
- d. Mono County and ARCLA will allocate responsibility for any shared expenses in writing in advance of any commitment.
- e. Mono County and any of its affiliates and representatives agrees to adhere to *Attachment B - the Principles of Conduct for the International Red Cross and Red Crescent Movement and NGO’s in Disaster Response Programs* as it applies to disaster-caused situations in the USA.
- f. Mono County and ARCLA will each provide general liability insurance or self-insurance which covers the work and services to be performed by it, and its representatives, employees, agents, officers, officials, and volunteers under this Agreement. Such policy or self-insurance shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence and shall not exclude or except from coverage any of the services and work performed under this Agreement.
- g. Mono County and ARCLA shall each provide Statutory Workers' Compensation insurance coverage and Employer’s Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement.

## VI. Periodic Review and Analysis

Representatives of ARCLA and Mono County will jointly evaluate their progress in implementing this MOU every three (3) years and revise and develop new plans or goals as appropriate and necessary.

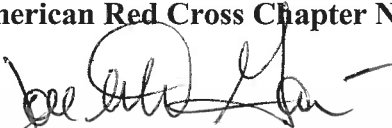
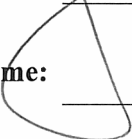
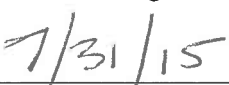
**VII. Term and Termination**

This MOU is effective as of the date of the last signature below and expires three (3) years from the last signature date. The parties may extend this MOU for additional periods not exceeding five years each time, and if so should confirm this in writing. This MOU may be terminated at any time upon written notice from either party to the other.

**VIII. Miscellaneous**

Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

**IX. Signatures**

American Red Cross Chapter Name	County of Mono, Social Services
By: 	By: _____
Signature	Signature
Name: 	Name: _____
Joselito Garcia-Ruiz	Kathy Peterson
Title: _____	Title: _____
Regional Disaster Program Officer	Director, Mono County Department of Social Services
Date: 	Date: _____

**COUNTY OF MONO**

By: \_\_\_\_\_  
Chief Administrative Officer

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

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

APPROVED BY RISK MANAGEMENT:

---

**ATTACHMENT A – Organization Contact Information**

**Primary Points of Contact**

The primary points of contact in each organization will be responsible for the implementation of the MOU in their respective organizations, coordinating activities between organizations, and responding to questions regarding this MOU. In the event that the primary point of contact is no longer able to serve, a new contact will be designated and the other organization informed of the change.

**NOTE:** When Attachment A is updated, the revised attachment is inserted in the MOU. The MOU *does not* need to be signed again.

**Relationship Manager Contact\***

American Red Cross Chapter		County of Mono Department of Social Services	
<b>Contact</b>	Jon Brown	<b>Contact</b>	Cathy Young
<b>Title</b>	Disaster Program Manager	<b>Title</b>	Emergency Shelter Coordinator
<b>Office phone</b>	818-593-3526	<b>Office phone</b>	760-924-1780
<b>Mobile</b>	213-407-8316	<b>Mobile</b>	808-658-0618
<b>e-mail</b>	Jon.Brown2@Redcross.org	<b>e-mail</b>	cyoung@mono.ca.gov

\*The Relationship Manager is the person that works with the partner organization in developing and executing the MOU.

**Operational Contact\*\***

American Red Cross Chapter		County of Mono Department of Social Services	
<b>Contact</b>	Emergency Dispatch	<b>Contact</b>	Cathy Young
<b>Title</b>	Duty Officer	<b>Title</b>	Emergency Shelter Coordinator
<b>Office phone</b>	1-800-675-5799	<b>Office phone</b>	760-924-1780
<b>Mobile</b>		<b>Mobile</b>	808-658-0618
<b>e-mail</b>		<b>e-mail</b>	cyoung@mono.ca.gov

\*\*The Operational Contact is the person each organization will call to initiate the disaster response activities as defined in the MOU.

**Organization Information**

American Red Cross Chapter		County of Mono	
<b>Department</b>	Disaster Cycle Services	<b>Department</b>	Social Services
<b>Address</b>	11355 Ohio Ave, Los Angeles CA 90025	<b>Address</b>	452 Old Mammoth Road, PO Box2969, Mammoth Lakes, CA 93546
<b>e-mail</b>		<b>e-mail</b>	cyoung@mono.ca.gov
<b>Website</b>	www.redcross.org	<b>Website</b>	ww.monocounty.ca.gov

**ATTACHMENT B**

**Principles of Conduct for  
The International Red Cross and Red Crescent Movement  
Disaster Response Programs**

**Principle Commitments:**

1. The Humanitarian imperative comes first.
2. Aid is given regardless of the race, creed or nationality of the recipients and without adverse distinction of any kind. Aid priorities are calculated on the basis of need alone.
3. Aid will not be used to further a particular political or religious standpoint.
4. We shall endeavor not to act as instruments of government foreign policy.
5. We shall respect culture and custom.
6. We shall attempt to build disaster response on local capacities.
7. Ways shall be found to involve program beneficiaries in the management of relief aid.
8. Relief aid must strive to reduce future vulnerabilities to disaster as well as meeting basic needs.
9. We hold ourselves accountable to both those we seek to assist and those from whom we accept resources.
10. In our information, publicity and advertising activities, we shall recognize disaster victims as dignified human beings, not hopeless objects.

---

More information about the code of conduct can be found at <http://www.ifrc.org/en/publications-and-reports/code-of-conduct>

**The Code Register**

The International Federation keeps a public record of all the humanitarian organizations that become [signatories of the code](#). The contact details of each organization are verified.

Humanitarian organizations wishing to become a signatory to the code should download and complete the [registration form](#).



## ATTACHMENT C – Roles and Responsibilities

### RED CROSS SHELTERS

Purpose: 1) To provide a temporary respite for persons who have been evacuated or not allowed to proceed to their final destinations, 2) To provide a safe place for people to stay during an emergency, with access to various types of support and information.

- Red Cross shelters may only be authorized by a Red Cross official working in consultation with a designated local civil authority (e.g., Mono County Department of Social Services).
- A Red Cross shelter is staffed by trained Red Cross volunteers and employees including health care and mental health care professionals.
- Designated Red Cross shelter facilities should have a Shelter Agreement on file with the Red Cross. Shelter agreements may be established for county facilities, schools, churches, or other privately-owned facilities. Each independently owned facility will require its own shelter agreement. However, multiple locations owned by the same entity may be listed on one shelter agreement.
- The Red Cross is responsible for costs incurred, including damage, to open and operate a shelter, as set forth in the applicable Shelter Agreement.
- A shelter is operational until the emergency passes and all shelter residents have made alternative arrangements.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 18, 2015

**Departments: Social Services**

**TIME REQUIRED**

**SUBJECT** Hiring Freeze Variance; DSS Social Worker

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

A Social Worker III position within the Child and Adult Welfare Division of Social Services was vacated by the incumbent in June 2015. Social Workers respond to and investigate reports of child and elder adult abuse, neglect, and exploitation, provide case management and arrange for services, assess needs of adults and children for in-home care, conduct court investigations, and provide conservatorship services for adults and families. Leaving this vacant position unfilled poses safety concerns. This position is included in the current BOS-approved Allocation List.

**RECOMMENDED ACTION:**

Approve hiring freeze variance and authorize the Director of Social Services to fill one Social Worker I/II/III vacancy within the Child and Adult Services Division of Social Services.

**FISCAL IMPACT:**

There is no cost to the Mono County General Fund; the cost for this position this year and in subsequent fiscal years is paid for with child welfare realignment funds. The cost for a Social Worker III for the remainder of FY 2015-16 is approximately \$67,520 of which \$37,220 is salary. The full year cost is approximately \$81,027 of which \$44,664 represents salary. Depending upon qualifications of the candidate pool, the Department may need to under-fill the position at the SW I/II level.

**CONTACT NAME:** Kathy Peterson

**PHONE/EMAIL:** 760-924-1763 / kpeterson@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:**  
Kathy Peterson

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download

---

 [Staff Report](#)

---

### History

Time	Who	Approval
8/12/2015 10:10 AM	County Administrative Office	Yes
8/12/2015 10:33 AM	County Counsel	Yes
8/12/2015 10:12 AM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH  
Director

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

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



To: Mono County Board of Supervisors  
From: Kathy Peterson, Social Services Director *R*  
Date: August 5, 2015  
Re: Hiring freeze variance; Social Worker, Child and Adult Services Division

**Recommended Action:**

Approve hiring freeze variance and authorize the Director of Social Services to fill one Social Worker I/II/III vacancy within the Child and Adult Services Division of Social Services.

**Fiscal Impact:**

There is no cost to the Mono County General Fund; the cost for this position this year and in subsequent fiscal years is paid for with child welfare realignment funds. The cost for a Social Worker III for the remainder of FY 2015-16 is approximately \$67,520 of which \$37,220 is salary. The full year cost is approximately \$81,027 of which \$44,664 represents salary. Depending upon qualifications of the candidate pool, the department may need to under-fill the position at the SW I/II level.

**Discussion:**

A Social Worker III position within the Child and Adult Welfare Division of Social Services was vacated by the incumbent in June 2015. Social Workers respond to and investigate reports of child and elder adult abuse, neglect, and exploitation, provide case management and arrange for services, assess needs of adults and children for in-home care, conduct court investigations, and provide conservatorship services for adults and families.

The lack of adequate social work staff limits the department's ability to serve communities and protect vulnerable adults and families. This poses a serious adverse risk to individual and community health. It also places additional stress on existing staff already serving under stressful conditions. Leaving vacant position unfilled poses safety concerns for existing staff.

This position is included in the current BOS-approved Allocation List.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 18, 2015

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

**TIME REQUIRED**

**SUBJECT** Pumice Valley Landfill Purchase Agreement Revision

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Resolution R15-\_\_ Acknowledging and Approving Minor Typographical Corrections and Changes to Agreement of Purchase and Sale of Real Property for the Pumice Valley Landfill Site, Previously Approved by Resolution 15-01.

**RECOMMENDED ACTION:**

Adopt proposed resolution #R15-\_\_\_\_, acknowledging and Approving Minor Typographical Corrections and Changes to Agreement of Purchase and Sale of Real Property for the Pumice Valley Landfill Site, Previously Approved by Resolution 15-01. Provide any desired direction to staff.

**FISCAL IMPACT:**

None beyond what was approved in January, \$51,500 from 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 resolution](#)

[Exhibit A - redline agreement](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/12/2015 10:11 AM	County Administrative Office	Yes
8/13/2015 10:38 AM	County Counsel	Yes
8/12/2015 10:15 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)

**Date:** August 18, 2015  
**To:** Honorable Board of Supervisors  
**From:** Tony Dublino, Solid Waste Superintendent  
**Subject:** Purchase of the Pumice Valley Landfill Site from LADWP

**Recommended Action:** Adopt Resolution R15-\_\_ Acknowledging and Approving Minor Typographical Corrections and Changes to Agreement of Purchase and Sale of Real Property for the Pumice Valley Landfill Site, Previously Approved by Resolution 15-01.

**Fiscal Impact:** Same as approved in January, \$51,500 from the Solid Waste Enterprise Fund

**History/Background:** In Resolution 15-01, the Board approved entry into a Purchase and Sale Agreement with LADWP for the acquisition of the Pumice Valley Landfill. Resolution 15-01 included requisite CEQA findings and addressed necessary procedural requirements.

Although the Purchase and Sale Agreement approved by R15-01 had been duly negotiated with LADWP over several months, LADWP identified additional language that it now wants included in the Agreement. Staff believes the inclusion is de minimis and does not significantly alter the Board's intent in R15-01, but nonetheless wanted to bring it to the Board for consideration and/or comment as necessary.

A redline version of the Agreement (excluding exhibits which remain unchanged) is provided as an attachment, as well as a copy of R15-01.

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

Respectfully submitted,

Tony Dublino  
Solid Waste Superintendent



RESOLUTION NO. R15-\_\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS ACKNOWLEDGING  
AND APPROVING MINOR TYPOGRAPHICAL CORRECTIONS  
AND CHANGES TO AGREEMENT OF PURCHASE AND SALE OF  
REAL PROPERTY FOR THE PURCHASE OF THE PUMICE VALLEY  
LANDFILL SITE PREVIOUSLY APPROVED BY RESOLUTION 15-01**

**WHEREAS**, on January 1, 2015 the Board of Supervisors approved an Addendum to the Mono County General Plan Land Use Amendments Final Environmental Impact Report, and 2005 Supplemental EIR thereto, analyzing the acquisition of the Pumice Valley Landfill and associated access easement (the "Landfill") from the Los Angeles Department of Water and Power (LADWP), and adopted Resolution 15-01 approving, inter alia, the Agreement of Purchase and Sale of Real Property for the Landfill (the "Purchase Agreement"); and

**WHEREAS**, following the Board's approval, attorneys for LADWP made minor typographical and other changes to the Purchase Agreement and LADWP has submitted such changes for County's consideration and approval; and

**WHEREAS**, the Board of Supervisors now wishes to acknowledge and accept the minor corrections and changes made by LADWP and provide for the changes shown in the revised Agreement of Purchase and Sale of Real Property attached hereto as Exhibit "A" (the "Revised Agreement") to be made to the Purchase Agreement approved by Resolution 15-01;

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

**SECTION ONE:** The Board affirms all recitals and findings contained in Resolution 15-01.

**SECTION TWO:** The Board acknowledges and accepts those changes to the Purchase Agreement shown in Exhibit "A" and authorizes the Chair to sign a revised version of the Purchase Agreement which reflects such revisions.

**SECTION THREE:** Resolution 15-01 shall remain in effect in all respects not addressed herein.

**PASSED, APPROVED and ADOPTED** this 18<sup>th</sup> day of August, 2015, by the following vote, to wit:

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

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



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ATTEST:

APPROVED AS TO FORM:

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

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

## EXHIBIT "A"

### AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY

#### ARTICLE 1

##### 1. Parties

- 1.1. This Agreement of Purchase and Sale of Real Property and Escrow Instructions (the "Agreement"), dated December 5, 2014, is entered into by and between the COUNTY OF MONO, as Buyer ("Buyer"), and the CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER, as Seller ("Seller").

#### ARTICLE 2

##### 2. Recitals

- 2.1. Seller is the owner of real property located in the County of Mono, State of California, identified as Assessor's Parcel Number 021-130-39 and a portion of 021-130-40 consisting of approximately 50 acres and further described according to the legal description set forth on *Exhibit A*, attached hereto and incorporated by this reference (the "Property").
- 2.2. Buyer has leased this Property for approximately thirty-nine years and is the only known tenant or lessee of this Property.
- 2.3. Buyer has operated a landfill on this Property during its entire tenancy.
- 2.4. Seller has a duty to protect the groundwater beneath, near, and surrounding the Property and will retain all water, oil and mineral rights to the Property.
- 2.5. The Property is being sold without water rights or current water service.
- 2.6. Buyer has a duty to protect and safeguard the environment and public health and safety as a government agency.
- 2.7. Buyer intends to continue to operate the current landfill.
- 2.8. The Property is improved by a portable guard house, an in-ground truck weight scale, and a concrete trash loading area. All improvements, appurtenances, and related personal and intangible property are the property of the Buyer.

- 2.9. Seller caused the Property to be appraised by Norris Realty Advisors on ~~April~~ May 15, 2014. The appraiser's opinion of fair market value was \$50,000 for the Property and \$1,500 for the access road easement.
- 2.10. Kleinfelder LLC conducted an environmental assessment of the Property on November 7, 2013. The resulting Environmental Assessment Report by Kleinfelder, LLC dated January 30, 2014 (Revised April 30, 2014) (the "Kleinfelder Report") stated that:
- 2.10.1. There has been a boundary shift on the Property of approximately 100 feet to the west. The area shifted onto will be included in the land to be sold to ~~the~~ Buyer.
- 2.10.2. There is evidence on the Property of historical septage disposal to a disposal pit located outside of the 40 acre parcel. Buyer will be responsible to cleanup and must contain future septage disposal within its boundaries.
- 2.10.3. There was an underground storage tank on the Property. Sampling of the tank's liquid revealed it contained only water. Seller acknowledges ~~the~~ Buyer has removed the tank.
- 2.10.4. Seller has provided Buyer with a copy of the April 15, 2014 appraisal and the Kleinfelder Report and Buyer acknowledges their receipt.
- 2.11. In consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this Agreement, it is understood and agreed by and between the parties as follows in Articles 3 through 12:

### ARTICLE 3

#### **3. Purchase Price:**

- 3.1. The purchase price ("Purchase Price") for the Property is Fifty One Thousand Five Hundred Dollars (\$51,500) and represents the price for both the Property (\$50,000) and the road easement (\$1,500), and is payable in accordance with this Article 3.
- 3.1.1. The Purchase Price will not be changed to include or deduct any costs to Buyer or Seller related to this Transaction. Each party is responsible for any costs or attorney's fees related to review of this Agreement or this Transaction.

3.1.2. The Purchase Price is based upon an appraisal by Norris Realty Advisors ~~dated on~~ May 16~~5~~, 2014.

## ARTICLE 4

### 4. Definitions

- 4.1. Agreement is defined in Section 1.
- 4.2. Appraisal is defined as an opinion of value.
- 4.3. Appurtenance is defined as something added or appended to a property that then becomes an inherent part of the property.
- 4.4. Business Day means a day other than a Saturday, Sunday, or California State holiday.
- 4.5. City Approval is as defined in Section 8.2.1.
- 4.6. Closing is defined as a meeting of the parties to a real estate transaction held to execute and deliver mortgage or property title documents.
- 4.7. Consent means the consent or approval of, or notice to or filing with, any Person or Governmental Entity.
- 4.8. County Approval is defined as approval by the County Board of Supervisors.
- 4.9. Deed is defined in Section 9.3.1.
- 4.10. Effective Date is defined as the date the Agreement is fully executed by both parties.
- 4.11. Environmental Laws mean all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any ~~government~~ Governmental Entity authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health, or industrial hygiene (and only to the extent that occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), or occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the California Environmental Quality Act (hereinafter CEQA) [Pub. Res. Code §§21000-21177]; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (hereinafter CERCLA) [42 USCS §"9601 et. seq.]; the Resource Conservation and Recovery Act of 1976 (hereinafter RCRA) [42 USCS §"6901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (hereinafter FWPCA) [33 USCS §"1251 et. seq.]; the Toxic Substances Control Act (hereinafter TSCA) [15 USCS §"2601 et. seq.]; the Hazardous Materials Transportation Act (hereinafter AHMTA) [49 USCS §"5101~~1801~~ et. seq.]; the Federal Insecticide, Fungicide, Rodenticide Act [ 7 USCS §"136 et. seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §"9601~~6901~~ et. seq.]; the Clean Water Air Act [42 USCS §"7401 et. seq.] (hereinafter SARA);; the

Safe Drinking Water Act [42 USCS §"300f et. seq.]; the Solid Waste Disposal Act [42 USCS §"6901 et. seq.]; the Surface Mining Control and Reclamation Act [30 USCS §"1201 et. seq.]; the Emergency Planning and Community Right to Know Act [42 USCS §"11001 et. seq.]; the Occupational Safety and Health Act [29 USCS § 651 et. seq. §"655 and 657]; the California Underground Storage of Hazardous Substances Act [H&SC §"25280 et. seq.]; the [California-Carpenter-Presley-Tanner Hazardous Substances Account Act](#) [H&SC §"25300 et. seq.]; the California Hazardous Waste Control Act [H&SC §"25100 et. seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H&SC §"24249.5 et. seq.]; and the Porter-Cologne Water Quality [Control Act](#) [Wat. C. §"13000 et. seq.], together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to [Hazardous Substances](#), occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

- 4.12. EPA means the Environmental Protection Agency.
- 4.13. Exceptions are defined as any encumbrance, reservation or limitation on the title or Property.
- 4.14. FIRPTA Affidavit means an affidavit filed pursuant to the federal Foreign Investment in Real Property Tax Act.
- 4.15. Governmental Entity means any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to United States federal, state, local or municipal government, including any department, commission, board, agency, bureau, subdivision, instrumentality, official or other regulatory, administrative or judicial authority thereof, including any authority or other quasi-governmental entity established by a Governmental Entity to perform any of such functions.
- 4.16. Hazardous Substances includes without limitation:
  - 4.16.1. Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, ~~or~~ "pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;
  - 4.16.2. Those substances listed in the United States Department of Transportation (hereinafter DOT) Table [49 CFR 172.101], or by the EPA, or any successor agency, as hazardous substances [40 CFR Part 302];
  - 4.16.3. Other substances, materials, and wastes that are regulated or classified as hazardous or toxic under federal, state, or local Laws; and
  - 4.16.4. Any material, waste, or substance that is:

A petroleum or refined petroleum product, asbestos, polychlorinated biphenyl, designated as a hazardous substance pursuant to 33 USCS §1321 or listed pursuant to 33 USCS §1317, a flammable explosive, or a radioactive material.

- 4.17. Improvement is defined as a building or other relatively permanent structure or development located on, or attached to, land.
- 4.18. Law means any applicable statute, law (including common law), constitution, treaty, charter, ordinance, code, order, rule regulation, permit, or determination or other binding requirement of any Governmental Entity.
- 4.19. Lease is defined as a contract in which the rights to use and occupy land or structures are transferred by the owner to another for a specified period of time in return for a specified rent.
- 4.20. MOU Agreement is defined as the agreement between the parties for the payment of costs incurred to investigate the sale of the subject property and attached as *Exhibit B*.
- 4.21. Personal Property is defined as all tangible property that is not classified as real estate.
- 4.22. Preliminary ~~Title~~ Report is defined in Section 5.1.
- 4.23. Property is defined in Section 2.1.
- 4.24. Purchase Price is defined in Section 3.1.
- 4.25. Tax means any and all taxes imposed by a Governmental Entity, including charges for federal, state, local or foreign net or gross income, gross receipts, net proceeds, sales, use, ad valorem, franchise, withholding, payroll, employment, excise, property, deed, stamp, alternative or add-on minimum, environmental, profits, windfall profits, transaction, license, service, occupation, severance, transfer, unemployment, social security, workers' compensation, capital, premium and other Taxes, assessments, customs, duties, fees, levies or other governmental charges of any nature whatever, whether disputed or not, together with any interest, penalties, additions to Tax or additional amounts with respect thereto, excluding in all cases any expense related to any Permit.
- 4.26. Transaction is defined as the purchase of the Property.

## ARTICLE 5

### 5. **Buyer's Contingencies**

- 5.1. Preliminary Report. Buyer will receive the preliminary title report (Preliminary Report) dated no earlier than ninety (90) days before the Effective Date covering the ~~Real~~ Property, together with a legible copy of all exceptions to title shown in the Preliminary Report, including each document, map, and survey referred to in the Preliminary Report.
- 5.2. Environmental Assessment Report. ~~The~~ Buyer acknowledges receipt of the Environmental Assessment Report of the Property dated January 30, 2014

(Revised April 30, 2014) by Kleinfelder LLC. Seller contracted for this document pursuant to a separate MOU agreement by the Parties.

- 5.3. Approval of Title. Buyer's obligation to purchase the Property is expressly conditioned on Buyer's approval of the condition of title of the Property in accordance with the following procedure:
- 5.3.1. Buyer's Approval of Preliminary Report. Buyer will have twenty-one (21) days after ~~issuance receipt~~ to review the Preliminary Report and to deliver written notice of Title Objection to Seller. If Buyer fails to give such notice on or before twenty-one (21) days after ~~issuance receipt~~, Buyer will be deemed to have accepted the matters disclosed in the Preliminary Report.
- 5.3.2. Permitted Exceptions. Upon County Approval, the following Exceptions are deemed approved by Buyer, including but not limited to: (a) exceptions for a lien for local real estate taxes and assessments not yet due or payable, including (without limitation) special taxes under Gov. Code §§53311-53368.3 or installment assessments under Streets & Highways Code §§8500-8887, and (b) the standard preprinted Exceptions and exclusions of the Title Company.
- 5.3.3. Title Objections. With respect to any Title Objection, Seller will have thirty (30) Business Days after receipt of Buyer's Title Objection to remove or cure such Title Objection.
- 5.3.4. Seller Elects Not to Cure. If Seller elects not to cure or remove a Title Objection (or is deemed to have so elected), or Seller's cure is not acceptable to the Buyer, then Buyer will have twenty (20) Business Days after delivery of ~~Buyer's Title Objection~~notice from Seller of its action in response to the objection either to (a) proceed with the purchase of the Property, waive such Title Objection, and accept the exception shown in the Preliminary Report as a Permitted Exception, or (b) provide Seller with written notice that Buyer is terminating this Agreement.
- 5.3.5. Additional Encumbrances. If any encumbrance or other exception to title arises or is discovered prior to ~~County Approval~~the Closing Date, the party discovering such Additional Encumbrance must promptly give written notice to the other. No later than five (5) Business Days after delivery of the notice of such Additional Encumbrance, Buyer will deliver ~~a new Buyer's Title Notice~~written notice to Seller specifying whether the Additional Encumbrance is a Title Objection or a Permitted Exception. If Buyer objects to the

Additional Encumbrance, the parties will proceed in the same manner as set forth above for Title Objections in Section 5.3.3.

- 5.4. Due Diligence. Buyer's obligation to purchase the Property is expressly conditioned on its approval, in its sole discretion, of the condition of the Property and all other matters concerning the Property, including without limitation economic, financial, and accounting matters relating to or affecting the Property or its value, and the physical and environmental condition of the Property. Buyer will have until the County Approval to conduct such investigations as Buyer may choose ("Due Diligence") to determine, in its sole discretion, whether this contingency is met. Upon County delivery to Seller of this Agreement executed by Buyer, Buyer will also deliver written notice to Seller accepting the Property, which acceptance shall be conditioned upon satisfaction of Buyer's Closing Conditions. Alternatively, Buyer shall deliver written notice to Seller before approval or termination of this Agreement. If Buyer fails to give either notice, Buyer will be deemed to have elected to terminate this Agreement.
- 5.5. Access to Property. Buyer acknowledges that it is thoroughly familiar with the Property and that it has been occupying and using the Property as a Landfill for more than twenty years. As part of its Due Diligence, Buyer may investigate economic, financial, and accounting matters relating to or affecting the Property or its value, and conduct inspections, tests and studies with respect to the physical and environmental condition of the Property and Seller recommends that Buyer do so. Buyer and Buyer's consultants, agents, engineers, inspectors, contractors, and employees ("Buyer's Representatives") must be given reasonable access to the Property during regular business hours for the purpose of performing such Due Diligence. Buyer will undertake the Due Diligence at its sole cost and expense. Buyer will indemnify, defend with counsel reasonably acceptable to Seller, and hold Seller harmless from all claims (including claims of lien for work or labor performed or materials or supplies furnished), demands, liabilities, losses, damages, costs, fees, and expenses, including Seller's reasonable attorney fees, costs, and expenses, arising from the acts or activities of Buyer or Buyer's Representatives in, on, or about the Property during or arising in connection with Buyer's inspections of the Property.
- 5.6. Assumption of Risk. Subject to the other provisions of this Agreement, Buyer agrees that it assumes the risk that an adverse condition of the Property may not have been revealed by its own Due Diligence. Buyer agrees that Seller will have no obligation to repair, correct, or compensate Buyer for any condition of the Property, including contamination, the presence of Hazardous Substances, defects in the Improvements, noncompliance with applicable laws and regulations, including without limitation zoning laws, building codes, and the Americans with Disabilities



Act, whether or not such condition of the Property would have been disclosed by Buyer's Due Diligence.

5.7. Termination for Failure of a Contingency. Any cancellation fee, cost, or other costs of the Escrow Holder or the Title Company resulting from this termination for failure of a contingency will be borne by the terminating party or the party whose action or failure to act resulted in the termination.

5.8. Survival. The provisions of this Article shall survive the Closing.

## ARTICLE 6

### 6. Seller's Preclosing Covenants

6.1. No Amendments or Agreements. On or after the Effective Date, Seller will not enter into any lease or other agreement of any type affecting the Property, without Buyer's prior written consent.

6.2. Notification. Seller will promptly notify Buyer of any material change in any condition with respect to the Property or of any material event or circumstance that occurs prior to the Effective Date that makes any representation or warranty of Seller under this Agreement untrue or misleading.

## ARTICLE 7

### 7. Representations and Warranties

7.1. Effect of Representations and Warranties. Each representation and warranty in this Article 7: (a) is material and being relied on by the party to which the representation and warranty is made; (b) is true in all respects as of the Effective Date; (c) must be true in all respects on the Closing Date; and (d) will survive the Closing, except as otherwise provided in this Agreement.

7.2. Seller's Representations and Warranties. Despite anything to the contrary in this Agreement, Seller warrants and represents as of the Effective Date that:

7.2.1. No Condemnation. To Seller's knowledge, Seller has received no written notice of any presently pending or contemplated special assessments or proceedings to condemn or demolish the Property or any part of it, or any proceedings to declare the Property or any part of it a nuisance.

7.2.2. Foreign Person. Seller is not a foreign person and is a "United States Person" as that term is defined in §7701(a)(30) of the Internal Revenue Code of 1986, as amended.

7.3. Buyer's Representations and Warranties. In addition to this Agreement, Buyer warrants and represents, and specifically discloses and indemnifies ~~the~~ Seller, as follows:

7.3.1. Environmental Site Declaration and Disclosure Regarding Use. Buyer warrants it has made use of the Property consistent with its Lease, and all local, state, and federal laws. In attached Exhibit C, Buyer will comprehensively list all use made on the Property and disclose any and all use of Hazardous Substances.

7.3.2. Indemnity. Buyer specifically acknowledges that it is the only known tenant of the Property and operated and will continue to operate a waste disposal landfill and transfer station on the Property in the foreseeable future. Buyer hereby indemnifies and saves harmless ~~the~~ Seller from and against any and all future claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities whatsoever which ~~the~~ Seller may pay, sustain, suffer or incur by reason of or in connection with the Property. This indemnity includes all costs and expenses (including legal expenses) incurred in connection with any such loss or damage.

7.3.3. Cooperation and Consent. As a material inducement to Seller's extension and delivery of this Agreement, Buyer acknowledges, represents, warrants and agrees, as soon as possible after the Closing, ~~that it will reasonably cooperate with~~ Seller and in Seller's efforts to: ~~take all reasonable actions to~~ (i) notify Governmental Entities of the sale of the Property to Buyer; and (ii) ~~remove~~ Seller from any and all permits, plans, orders, or other Consent related to owning or operating a landfill on the Property, including, without limitation, the Solid Waste Facility Permit issued by the Mono County Health Department in July 1978 (Permit No. 26-AA-0003), the Waste Discharge Requirements issued by the Lahontan Regional Water Quality Control Board in October 2001 (Board Order No. 6-01-56, WDID No. 6B260300011), and the Preliminary Closure Plan for the Pumice Valley Landfill prepared for Buyer by Vector Engineering, Inc., and approved by the Lahontan Regional Water Quality Control Board in October 2001. Further, Buyer acknowledges, represents, warrants and agrees that, ~~as soon as possible after~~ following the Closing, Buyer will obtain all Consent and permits necessary for it to own and legally operate the Property ~~as a landfill~~, and that such Consent and permits shall not obligate Seller in any way.

7.4. Environmental Indemnification: Buyer, on behalf of itself and its successors and assigns further undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the City, defend by counsel satisfactory to the City, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Buyer's employees, contractors and sub-contractors of any tier, customers, invitees, and agents, or persons who enter onto the premises, or damage or destruction or loss of use of any property of either party hereto, or third persons, in any manner arising by reason of, incident to, or connected ~~in any manner~~ to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by Buyer of any term and/or condition of this ~~A~~Agreement, relating directly or indirectly to any Environmental Law or to the release or spill of any Hazardous Substance, ~~or~~ resulting from or incident to the presence upon or performance of activities by Buyer or its ~~officers, agents, or employees, or contractors and subcontractors of any tier~~ personnel with respect to the ~~subject area/property covered under this permission~~ Property, ~~on the part of the Buyer or its officers, agents and employees of any tier,~~ regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of the Indemnitees. It is the specific intent of this section that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events ~~occurring during the term of this agreement~~ that give rise to future claims, even if the actual claim comes against the Indemnitees after ~~this~~ aAgreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this ~~agreement~~ Agreement.

BUYER INITIALS: \_\_\_\_\_

7.5. "As-Is" Purchase. As a material inducement to Seller's extension and delivery of this Agreement, Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that, except as otherwise expressly provided in this Agreement:- (i) Buyer is expressly purchasing the Property in its existing condition "as is, where is, and with faults" and specifically and

expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of Seller with respect to all facts, circumstances, conditions and defects; (ii) Buyer is aware that the Property has been used for many years as an unlined landfill for many years and indeed Buyer has been the operator of the Landfill and Buyer acknowledges that Buyer has far superior knowledge than Seller as to the condition of the Property and what hazardous or other materials may have been dumped or may be located, placed on, under, about or in the vicinity of the Property, and Buyer acknowledges receipt of and accepts the content and description of the Property in the Kleinfelder Report; (iii) Seller has specifically bargained for the assumption by Buyer of all responsibility, responsibility for past, present and future actual and potential liability with the Property of any kind, source and or nature and for Buyer's assumption of all responsibility to inspect and investigate the Property and of all risk of; (iv) Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and any or all known and unknown actual or potential liabilities associated with it; (v) Seller is not making and has not made any warranty or representation with respect to any materials or other data provided by Seller to Buyer (whether prepared by or for the Seller or others) or the education, skills, competence or diligence of the preparers thereof or the physical condition or any other aspect of all or any part of the Property as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose; and (vi) by reason of all the foregoing, Buyer assumes the full risk of any liability, loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property. Seller hereby disclaims all warranties of any kind or nature whatsoever (including warranties of condition, merchantability, habitability and fitness for particular purposes) whether expressed or implied, including, but not limited to warranties with respect to the Property, tax liabilities, zoning, land value, subdivision or land use, availability of access or utilities, ingress or egress, governmental approvals, or the soil conditions of the Land. Buyer further acknowledges that Buyer is buying the Property "as is" and in its present condition and that except as otherwise expressly provided in this Agreement, Buyer is not relying upon any representation of any kind or nature made by Seller, or any of its employees or agents or Seller group with respect to the Land or Property, and that, in fact, no such representations were made except as expressly set forth in this Agreement. Further and without in any way limiting any other provision of this Agreement, Seller makes no warranty with respect to the presence on or beneath the Land (or any parcel in proximity thereto) of Hazardous Substances. By acceptance of this Agreement and the Deed, Buyer acknowledges that Buyer's opportunity for inspection and in investigation of

such land has been adequate to enable Buyer to make Buyer's own determination with respect to the presence on or beneath the ~~l~~and of any Hazardous Substances. Furthermore, Buyer's closing, hereunder shall be deemed to constitute an express waiver of Buyer's and its successors' and assigns' rights to sue ~~the~~ Seller and of Buyer's right to cause ~~the~~ Seller to be joined in an action brought under any federal, state or local law, rule, act, or regulation now existing or hereafter enacted or amended which prohibits or regulates the use, handling, storage, transportation or disposal of Hazardous Substances or which, requires removal or remedial action with respect to such Hazardous Substances, specifically including but not limited to federal "CERCLA", "RCRA", and "SARA" acts.

7.6. Release. Without in any way limiting the generality of the preceding paragraphs, Buyer, on behalf of itself, its successors and assigns, specifically acknowledges and agrees that it forever waives, releases and discharges any claim it has, might have had or may have against ~~the~~ Seller, with respect to the Property or the condition of the Property, any and all known and unknown, either patent or latent, actual and/or potential liabilities associated with the Property and the compliance with any environmental or occupational protection, pollution, subdivision or land use laws, rules, regulations or requirements or liability for violations thereof, an any other state of facts which exist with respect to the Property. Buyer waives the benefit of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Seller and Buyer have each initialed this Ssection 7.6 to further indicate their awareness and acceptance of each and every provision of this Agreement. The provisions of this Ssection 7.6 will survive the Closing.

Seller's Initials: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_

Buyer specifically acknowledges that Buyer has carefully reviewed the foregoing provisions and discussed its import with legal counsel, is fully aware of its consequences, and that the provisions of this paragraph are a material part of this Agreement. The provisions of Article 7H shall survive the expiration of this Agreement, or the delivery of the Deed and the Closing.

7.7. Survival. The provisions of Section 7.4 shall survive the Closing and expire only when any liability of Seller, as previous property owner, expires in accordance with the Environmental Laws.

## ARTICLE 8

### 8. Closing Conditions

8.1. Buyer's Closing Conditions. All obligations of Buyer under this Agreement are subject to the fulfillment, before or at the Closing, of each of the following conditions (Buyer's Closing Conditions). Buyer's Closing Conditions are solely for Buyer's benefit and any or all of Buyer's Closing Conditions may be waived in writing by Buyer in whole or in part without prior notice.

8.1.1. Title. It is a Buyer's Closing Condition that, on the Closing Date, Seller convey to Buyer marketable fee simple title to the Property by execution and delivery of a grant deed and that County is able to obtain a title insurance policy at closing in a form acceptable to County.

8.1.2. Buyer's ability to purchase the Property is subject to the approval of this Agreement by the Mono County Board of Supervisors and contingent upon compliance with all applicable laws and regulations governing such purchase, including but not limited to Government Code section 25350, which requires the County to publish three times in a newspaper of general circulation within the County a notice of its intent to consummate the purchase, and Government Code section 65402(a), which requires County's receipt of a report from its planning agency determining that the location, purpose, and extent of the County's acquisition of the Property conforms with the County General Plan.

8.2. Seller's Closing Conditions. Seller's obligation to sell the Property is expressly conditioned on the fulfillment of each condition precedent at or before the Closing (Seller's Closing Conditions). Seller's Closing Conditions are solely for Seller's benefit and any of Seller's Closing Conditions may be waived in writing by Seller in whole or in part without prior notice.

8.2.1. City Approval. Seller's ability to sell the Property is subject to the approval of this Agreement by the Board of Water and Power Commissioners of the Department of Water and Power of the City of Los Angeles and possible subsequent action and review by the Los Angeles City Council pursuant to Charter (hereinafter "City Approval"). Pursuant to *FSP v. City of Los Angeles* (1998) 65 Cal. App. 4th 650, 661, and the laws of the State of California, Buyer realizes and acknowledges that it cannot rely upon the representations of anyone acting on behalf of, or claiming to act on behalf of Seller or as Seller's agent relating to the probability of the

Agreement being approved and that this Transaction may or may not be consummated.

8.2.2. Record of Survey. Buyer is to monument the Property and file the Record of Survey.

8.2.3. Purchase Price. Buyer must have delivered the Purchase Price to Escrow Holder.

8.2.4. Delivery of Funds Per MOU. Buyer and Seller entered into a separate MOU related to the sharing of costs for various services to be provided in furtherance of the possible purchase of the Property. Buyer has delivered to Seller the funds specified in the separate MOU and such amounts are not included in this Agreement.

8.2.5. Buyer's Representations, Warranties, and Covenants. The representations and warranties of Buyer in this Agreement must be true in all material respects on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of the Closing Date. Buyer must have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date.

8.3. Termination for Failure of a Closing Condition. This ~~t~~Transaction is structured as a completely voluntary transaction. If Buyer's Closing Conditions or Seller's Closing Conditions, as the case may be, have not been previously approved or waived, this Agreement may be terminated by the party in whose favor the Closing Condition runs by written notice to the other. If this Agreement is so terminated, the parties will have no further obligation or liability under this Agreement or right to specific performance, declaratory relief or money damages. Any cancellation fee, cost, or other costs of the Escrow Holder or the Title Company resulting from this termination for failure of a closing condition will be equally borne by ~~the~~ Buyer and the Seller, unless satisfaction of the condition(s) is within the control of ~~the~~ Buyer or ~~the~~ Seller, in which case the party having had such control shall be solely responsible for any cancellation fee, cost, or other costs of the Escrow Holder or Title Company from the termination.

## ARTICLE 9

### 9. Closing

9.1. Escrow. The Escrow will be opened with the Escrow Holder on the execution of this Agreement. Buyer and Seller will promptly execute such additional Escrow instructions, on the Escrow Holder's request, as are



reasonably required to consummate the transaction contemplated by this Agreement and are not inconsistent with this Agreement.

9.2. Closing Date. Seller and Buyer agree that the Closing will occur on the “Closing Date.” The Closing Date will be a date mutually agreeable to Buyer and Seller, but no later than December 31, 2015. The Closing will be at the offices of Escrow Holder or such other place as the parties may agree.

9.3 Seller’s Deposit of Documents and Funds. Seller must deposit into Escrow the following documents duly executed by Seller:

9.3.1. Deed: The duly executed and acknowledged Deed conveying the Property to Buyer.

9.3.2. Additional Documents: Such additional documents, including written Escrow instructions consistent with this Agreement, as may be necessary or desirable to convey the Property in accordance with this Agreement.

9.4 Buyer’s Deposit of Documents and Funds. Buyer must deposit into Escrow the following funds and documents duly executed by Buyer in form and substance reasonably satisfactory to Seller:

9.4.1. Purchase Price: The Purchase Price in accordance with Article 32.

9.4.2. Conveyance Documents: Such documents, including written Escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

9.5. Closing Costs. Closing costs will be allocated as follows:

9.5.1. Escrow costs will be paid by ~~the~~ Buyer;

9.5.2. Buyer will pay the cost of the Title Policy, if any;

9.6.6 Broker’s Commission; Indemnity. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this I transaction, through any licensed real estate broker or person who can claim a commission or finder’s fee as a procuring cause of the sale contemplated in this Agreement. If any other broker or finder perfects a claim for a commission or finder’s fee based on any contract, dealings, or communication with a party (Indemnifying Party), then the Indemnifying Party must indemnify, defend, and hold the other party (Non-indemnifying Party) harmless from all costs and expenses (including

reasonable attorney fees and costs of defense) incurred by the Non-indemnifying Party in connection with such claim.

**9.7 Possession.** Seller will deliver exclusive right of possession of the Property to Buyer on the Closing Date.

## ARTICLE 10

### 10. **Future Sale/Transfer of Property**

10.1. **Right of First Offer.** Buyer hereby acknowledges, in the event Buyer decides to sell the Property at any future date, Buyer agrees to give ~~the~~ Seller the first opportunity to purchase the Property. Buyer agrees to negotiate with ~~the~~ Seller, and attempt to reach an agreement in good faith. If ~~the~~ Buyer and Seller cannot reach an agreement, ~~the~~ Buyer may then negotiate with or sell to any other party.

10.2. **Right of First Refusal.** Buyer hereby acknowledges, in the event Buyer decides to sell the Property at any future date, Buyer agrees to give ~~the~~ Seller the right of first refusal to purchase the Property. This right of first refusal has no termination date. If Buyer negotiates to sell the Property to any other party, Buyer agrees to give Seller the opportunity to reasonably match the offer.

10.3. **Recording.** Buyer agrees to allow the provisions in 10.1 and 10.2 recorded to the Property after the Close of Escrow.

10.4. **Term.** Both 10.1 and 10.2 are for a definite term with a termination date of December 31, 2115, and apply to all successors and assigns of ~~the~~ Buyer and ~~the~~ Seller.

10.5. **Condemnation.** If before the Closing Date any action or proceeding is commenced for the condemnation or exercise of the rights of eminent domain of the Property or any portion of it, or if Seller is notified by the duly authorized officer of a duly empowered condemning authority of the intent to commence such action or proceeding (Condemnation) and if such Condemnation would materially and adversely affect the use or operation of the Property, have the effect of decreasing the square footage of the Improvements, or reduce or eliminate access to the Property, then Buyer may either (a) terminate this Agreement or (b) proceed with the Closing without modifying the terms of this Agreement and without reducing the Purchase Price, on the condition that Seller must assign and turn over, and Buyer will be entitled to keep, all awards for the Condemnation that accrue to Seller. Seller may not negotiate, resist, or stipulate to any Condemnation without Buyer's written consent. Seller must notify Buyer of any notice of Condemnation of all or any portion of the Property within five (5) days after

the receipt of this notice, and Buyer must exercise its option(s) as provided in this ~~S~~section 10.5} within ten (10) days after receipt of such notice. If necessary, the Closing Date will be extended to give Buyer the full ten (10) day period to make such election.

## ARTICLE 11

### 11. Remedies for Default

11.1. WAIVER OF RIGHT TO SPECIFIC PERFORMANCE AND DAMAGES. NEITHER BUYER NOR SELLER WILL HAVE THE RIGHT TO SPECIFIC PERFORMANCE OR TO RECOVER DAMAGES IF THE OTHER PARTY FAILS TO CONVEY (OR TO PURCHASE) THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, AND SUCH FAILURE CONSTITUTES A DEFAULT UNDER THIS AGREEMENT, NEITHER BUYER NOR SELLER WILL HAVE THE RIGHT TO RECEIVE ANY MONEY DAMAGES. ~~THE~~ SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS SECTION 11.1 AND

BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Seller's Initials: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_

ARTICLE 12

**12. General**

12.1. Notices. Any notices relating to this Agreement must be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally, by generally recognized overnight courier service, by facsimile (provided that sender retains a printed confirmation of delivery to the facsimile number provided below), or five (5) days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed as follows:

If to Buyer:

Tony Dublino, Mono County Solid Waste Superintendent  
County of Mono  
PO Box 457  
Bridgeport, CA 93517

With copy to:

Stacey Simon, Assistant County Counsel  
County of Mono  
P.O. Box 2415  
Mammoth Lakes, CA 93546

If to Seller:

James G. Yannotta  
Manager of Aqueduct  
City of Los Angeles  
Department of Water and Power  
300 Mandich Street  
Bishop, CA 93514-3449

With copy to:

Tina Shim, Deputy City Attorney  
City of Los Angeles  
Department of Water and Power  
111 N. Hope Street, Room 340  
P.O. Box 51111  
Los Angeles, CA 90051

Either party may change its address by written notice to the other given in the manner set forth above.

- 12.2. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the complete, exclusive, and final statement of the terms of the ~~agreement~~ Agreement with respect to the ~~sole~~ Property between ~~buyer~~ Buyer and ~~seller~~ Seller and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement specifically supersedes any prior written or oral agreements between the parties. The language in all parts of this Agreement will be construed as a whole in accordance with its fair meaning and without regard to California Civil Code §1654 or similar statutes. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.
- 12.3. Amendments and Waivers. No addition to or modification of this Agreement will be effective unless it is made in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver will not be enforceable by another party unless it is made in writing and signed by the waiving party.
- 12.4. Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, this fact will in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.
- 12.5. No Merger. This Agreement, each provision of it, and all warranties and representations in this Agreement will survive the Closing and will not merge in any instrument conveying title to Buyer, except as set forth in Sections 10.1 and 10.2. All representations, warranties, agreements, and obligations of the parties will, despite any investigation made by any party to this

Agreement, survive Closing, and the same will inure to the benefit of and be binding on the parties' respective successors and assigns, except that Buyer's obligations under ~~Article Section 7.4~~ shall be as set forth in Section 7.7.

- 12.6. References. Unless otherwise indicated, (a) all article and section references are to the articles and sections of this Agreement, and (b) except where otherwise stated, all references to days are to calendar days. Whenever, under the terms of this Agreement, the time for performance of a covenant or condition falls on a Saturday, Sunday, or California state holiday, such time for performance will be extended to the next business day. "Business Days" means days other than Saturday, Sunday, and California state holidays. The headings used in this Agreement are provided for convenience only and this Agreement will be interpreted without reference to any headings. The date of this Agreement is for reference purposes only and is not necessarily the date on which it was entered into.
- 12.7. Governing Law. This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles.
- 12.8. Exclusive Venue. All litigation arising out of, or relating to this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The ~~Parties-parties~~ irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.
- 12.9. Jointly Drafted by the Parties. Each of the parties hereto acknowledges that it had a full and fair opportunity to review and revise the terms of this Agreement and that this Agreement has been drafted jointly by all of the parties hereto. Accordingly, each of the parties hereto acknowledges and agrees that the terms of this Agreement shall not be construed against or in favor of another party.
- 12.10. Termination. Upon thirty (30) Business Days prior written notice prior to City Approval, this Agreement may be terminated or cancelled at any time by either party, for any reason or for no reason at all, and may be terminated and cancelled completely without cause. If this Agreement is so terminated, the parties will have no further obligation or liability under this Agreement or right to specific performance, declaratory relief or money damages. Any cancellation fee, cost, or other costs of the Escrow Holder or the Title Company resulting from this termination for failure of a contingency or closing condition will be borne by the terminating party or the party whose action or failure to act resulted in the termination.

- 12.11. Time. Time is of the essence in the performance of the parties' respective obligations under this Agreement.
- 12.12. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- 12.13. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party to this Agreement or give any third person any right of subrogation or action over against any party to this Agreement.
- 12.14. Interpretation. Throughout this Agreement, (a) the plural and singular numbers will each be considered to include the other; (b) the masculine, feminine, and neuter genders will each be considered to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.
- 12.15. No Attorney's Fees. In the event of any action or suit under, or to enforce, this Agreement, the parties shall be responsible for their own costs, expenses and attorney's fees incurred. The prevailing party shall not be entitled to reasonable attorneys' fees.
- 12.16. No Consequential/Punitive Damages. In no event shall either Party-party be liable to the other Party-party under any provision of this Agreement for any indirect, incidental, punitive or consequential damages, losses, damages, costs or expenses including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole in or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party-party may be liable to the other Party-party under another agreement will not be considered to be indirect, incidental, punitive or consequential damages hereunder.
- 12.17. Independent Counsel. Each party was represented by legal counsel during the negotiation and execution of this Agreement. Each party shall be responsible for its own, respective, fees and expenses of legal counsel and consultants incurred as a result of this Agreement or the transactions contemplated thereby.

12.18. Authority. Buyer and Seller agree that the person executing this Agreement on behalf of Buyer and Seller, respectively, has the authority and power to do so and to bind Buyer and Seller, respectively, in accordance with the provisions set forth herein.

12.19. Assignment. Buyer may not assign any of its rights under this Agreement.

~~12.20. Captions. All section headings are inserted for convenience only and shall not be used in any way to modify, limit, construe, or otherwise affect this Agreement.~~

~~11.21. Modification. This Agreement may not be modified except by a written instrument executed by all parties or their permitted successors in interest.~~

12.220. No Joint Venture. Nothing herein contained shall be construed to create a joint venture or partnership or to create the relationship of principal and agent or of any association between the parties hereto.

12.231. Further Assurances. Each party hereto agrees to execute any and all documents and writings which may be necessary or expedient and do such other acts as will further the purposes hereof ~~12.24.~~

~~Executed in Counterpart. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.~~

IN WITNESS WHEREOF, the parties have executed this Agreement on:

**BUYER:**

COUNTY OF MONO  
A Political Subdivision of the  
State of California

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

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

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

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



**AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY** is entered into and accepted on the dates indicated by our signatures affixed hereto.

**SELLER:**

CITY OF LOS ANGELES, a Municipal Corporation and Charter City

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES  
BY  
BOARD OF WATER AND POWER COMMISSIONERS  
OF THE CITY OF LOS ANGELES

Date \_\_\_\_\_

By

\_\_\_\_\_

**MARCIE L. EDWARDS**

General Manager

Date \_\_\_\_\_

And

\_\_\_\_\_

**BARBARA E. MOSCHOS**

Secretary

AUTHORIZED BY:

Resolution No. \_\_\_\_\_

Adopted \_\_\_\_\_

APPROVED BY COUNCIL ON:

\_\_\_\_\_

## TABLE OF EXHIBITS

Exhibit A	Description of Property
Exhibit B	Memorandum of Understanding
Exhibit C	Buyer's Environmental Site Declaration and Disclosures Regarding Use



RESOLUTION NO. R15- 01

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING  
AN ADDENDUM TO THE MONO COUNTY GENERAL PLAN  
LAND USE AMENDMENTS FINAL EIR AND THE 2004 SUPPLEMENT THERETO,  
APPROVING AGREEMENT FOR PURCHASE AND SALE OF THE PUMICE VALLEY  
LANDFILL, AUTHORIZING THE PUBLIC WORKS DIRECTOR TO  
ACCEPT AND CONSENT TO RECORDATION OF THE  
DOCUMENT TRANSFERRING TITLE, AND AUTHORIZING THE  
SOLID WASTE SUPERINTENDENT TO SIGN AN ENVIRONMENTAL  
DISCLOSURE RELATING TO THE COUNTY'S USE OF THE PROPERTY.**

**WHEREAS**, in 1972 the County went through a process to site a landfill in the Mono Basin. The selected site was on Los Angeles Department of Water and Power (LADWP) property, and became known as the Pumice Valley Landfill; and

**WHEREAS**, The current permit for the landfill dates back to 1978, and the County has been engaged in a process of updating that permit for over 20 years; and

**WHEREAS**, one of the difficulties encountered in updating the permit has been ownership of the property by LADWP, which requires review and approval of all permit application documents by LADWP; and

**WHEREAS**, the County and LADWP have reached an agreement that would allow for the sale of the property to the County, thereby streamlining the permitting process and eliminating the need for burdensome review and approval by LADWP. A copy of that agreement is attached hereto as Exhibit A and incorporated by this reference; and

**WHEREAS**, the County approved a Supplemental EIR for the proposed new landfill permit in 2005, and an Addendum to that document has been prepared for the proposed property purchase. A copy of that Addendum is attached hereto as Exhibit B and incorporated by this reference; and

**WHEREAS**, the County's Planning Agency has determined that the location, purpose, and extent of the proposed acquisition is in conformity with the General Plan. A copy of that determination is attached hereto as Exhibit C and incorporated by this reference; and

**WHEREAS**, public notice of the proposed acquisition has been published for 3 consecutive weeks in the Mammoth Times and The Sheet as required by Government Code section 25350; and

**WHEREAS**, pursuant to California law, deeds or grants conveying an interest in real property to a government agency may not be recorded without the consent of the government agency; and

**WHEREAS**, Government Code Section 27281 allows the legislative body of the government agency to authorize one or more officers or agents to accept and consent to the recordation of such deeds or grants; and

1       **WHEREAS**, the Board of Supervisors wishes to authorize the Public Works Director to accept  
2 and consent to recordation of the of the Pumice Valley Landfill site, as described in the Purchase  
3 Agreement attached as Exhibit A;

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

6       **SECTION ONE:** The Board has considered the Addendum to the Mono County General Plan  
7 Land Use Amendments Final Environmental Impact Report and approves said Addendum as providing  
8 the appropriate and required level of environmental review pursuant to CEQA; and

9       **SECTION TWO:** The Board hereby approves and authorizes the Chair to sign the Agreement  
10 of Purchase and Sale of Real Property between the Los Angeles Department of Water and Power and  
11 the County of Mono for the Pumice Valley Landfill and Access Easement attached hereto as Exhibit A.

12       **SECTION THREE:** The Solid Waste Superintendent is authorized to execute Exhibit C to  
13 said Agreement, which is an environmental disclosure relating to the County's use of the property.

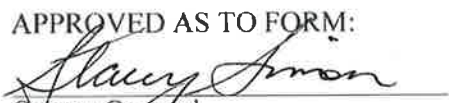
14       **SECTION FOUR:** The Director of Public Works is authorized to accept and consent to the  
15 recordation of the document transferring title to the Pumice Valley Landfill and easement, as set forth  
16 in the Agreement of Purchase and Sale and subject to satisfaction, approval, or waiver of any  
17 conditions or contingencies set forth therein. The Certificate of Acceptance shall be in substantially the  
18 form as set forth in Exhibit D, which is attached hereto and incorporated by this reference.

19       **PASSED, APPROVED** and **ADOPTED** this 6<sup>th</sup> day of January, 2014, by the following vote,  
20 to wit:

21       **AYES:** Supervisors Alpers, Corless, Fesko, Johnston & Stump.  
22       **NOES:** None.  
23       **ABSENT:** None.  
24       **ABSTAIN:** None.

25  
26  
27  
28  
  
\_\_\_\_\_  
**Timothy E. Fesko**, Chair  
Mono County Board of Supervisors

29       **ATTEST:**  
30   
31 \_\_\_\_\_  
32 **Asst. Clerk of the Board**

33       **APPROVED AS TO FORM:**  
34   
35 \_\_\_\_\_  
36 **County Counsel**

37 **Attachments:**

- 38 Exhibit A: Purchase and Sale Agreement
- 39 Exhibit B: CEQA Addendum
- 40 Exhibit C: Planning Agency Determination
- 41 Exhibit D: Certificate of Acceptance

# Exhibit A

## AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY

### ARTICLE 1

#### 1. Parties

- 1.1. This Agreement of Purchase and Sale of Real Property and Escrow Instructions (the "Agreement"), dated December 5, 2014, is entered into by and between the COUNTY OF MONO, as Buyer ("Buyer"), and the CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER, as Seller ("Seller").

### ARTICLE 2

#### 2. Recitals

- 2.1. Seller is the owner of real property located in the County of Mono, State of California, identified as Assessor's Parcel Number 021-130-39 and a portion of 021-130-40 consisting of approximately 50 acres and further described according to the legal description set forth on *Exhibit A*, attached hereto and incorporated by this reference (the "Property").
- 2.2. Buyer has leased this Property for approximately thirty-nine years and is the only known tenant or lessee of this Property.
- 2.3. Buyer has operated a landfill on this Property during its entire tenancy.
- 2.4. Seller has a duty to protect the groundwater beneath, near, and surrounding the Property and will retain all water, oil and mineral rights to the Property.
- 2.5. The Property is being sold without water rights or current water service.
- 2.6. Buyer has a duty to protect and safeguard the environment and public health and safety as a government agency.
- 2.7. Buyer intends to continue to operate the current landfill.
- 2.8. The Property is improved by a portable guard house, an in-ground truck weight scale, and a concrete trash loading area. All improvements, appurtenances, and related personal and intangible property are the property of the Buyer.

- 2.9. Seller caused the Property to be appraised by Norris Realty Advisors on April 15, 2014. The appraiser's opinion of fair market value was \$50,000 for the Property and \$1,500 for the access road easement.
- 2.10. Kleinfelder LLC conducted an environmental assessment of the Property on November 7, 2013. The resulting Environmental Assessment Report by Kleinfelder, LLC dated January 30, 2014 (Revised April 30, 2014) (the "Kleinfelder Report") stated that:
- 2.10.1. There has been a boundary shift on the Property of approximately 100 feet to the west. The area shifted onto will be included in the land to be sold to the Buyer.
  - 2.10.2. There is evidence on the Property of historical septage disposal to a disposal pit located outside of the 40 acre parcel. Buyer will be responsible to cleanup and must contain future septage disposal within its boundaries.
  - 2.10.3. There was an underground storage tank on the Property. Sampling of the tank's liquid revealed it contained only water. Seller acknowledges the Buyer has removed the tank.
  - 2.10.4. Seller has provided Buyer with a copy of the April 15, 2014 appraisal and the Kleinfelder Report and Buyer acknowledges their receipt.
- 2.11. In consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this Agreement, it is understood and agreed by and between the parties as follows in Articles 3 through 12:

### ARTICLE 3

#### **3. Purchase Price:**

- 3.1. The purchase price ("Purchase Price") for the Property is Fifty One Thousand Five Hundred Dollars (\$51,500) and represents the price for both the Property (\$50,000) and the road easement (\$1,500), and is payable in accordance with this Article 3.
- 3.1.1. The Purchase Price will not be changed to include or deduct any costs to Buyer or Seller related to this Transaction. Each party is responsible for any costs or attorney's fees related to review of this Agreement or this Transaction.

- 3.1.2. The Purchase Price is based upon an appraisal by Norris Realty Advisors dated May 16, 2014.

## ARTICLE 4

### 4. Definitions

- 4.1. Agreement is defined in Section 1.
- 4.2. Appraisal is defined as an opinion of value.
- 4.3. Appurtenance is defined as something added or appended to a property that then becomes an inherent part of the property.
- 4.4. Business Day means a day other than a Saturday, Sunday, or California State holiday.
- 4.5. City Approval is as defined in Section 8.2.1.
- 4.6. Closing is defined as a meeting of the parties to a real estate transaction held to execute and deliver mortgage or property title documents.
- 4.7. Consent means the consent or approval of, or notice to or filing with, any Person or Governmental Entity.
- 4.8. County Approval is defined as approval by the County Board of Supervisors.
- 4.9. Deed is defined in Section 9.3.1.
- 4.10. Effective Date is defined as the date the Agreement is fully executed by both parties.
- 4.11. Environmental Laws mean all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health, or industrial hygiene (and only to the extent that occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the California Environmental Quality Act (hereinafter CEQA) [Pub. Res. Code §§21000-21177]; the Comprehensive Environmental Response, Compensation Act of 1980 (hereinafter CERCLA) [42 USCS "9601 et. seq.]; the Resource Conservation and Recovery Act of 1976 (hereinafter RCRA) [42 USCS "6901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (hereinafter FWPCA) [33 USCS "1251 et. seq.]; the Toxic Substances Control Act (hereinafter TSCA) [15 USCS "2601 et. seq.] the Hazardous Materials Transportation Act (hereinafter AHMTA) [49 USCS "1801 et. seq.]; the Insecticide, Fungicide, Rodenticide Act [ 7 USCS "136 et. seq.]; the Superfund Amendments and Reauthorization Act [42 USCS "6901 et. seq.]; the Clean Water Act [42 USCS "7401 et. seq.]; the Safe Drinking Water Act [42 USCS "300f et. seq.]; the Solid Waste Disposal Act [42 USCS "6901 et. seq.]; the Surface Mining Control and Reclamation

Act [30 USCS "1201 et. seq.]; the Emergency Planning and Community Right to Know Act [42 USCS "11001 et. seq.]; the Occupational Safety and Health Act [29 USCS "655 and 657]; the California Underground Storage of Hazardous Substances Act [H&SC "25280 et. seq.] the California Hazardous Substances Account Act [H&SC "25300 et. seq.]; the California Hazardous Waste Control Act [H&SC "25100 et. seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H&SC "24249.5 et. seq.]; the Porter-Cologne Water Quality Act [Wat. C. "13000 et. seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

- 4.12. EPA means the Environmental Protection Agency.
- 4.13. Exceptions are defined as any encumbrance, reservation or limitation on the title or Property.
- 4.14. FIRPTA Affidavit means an affidavit filed pursuant to the federal Foreign Investment in Real Property Tax Act.
- 4.15. Governmental Entity means any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to United States federal, state, local or municipal government, including any department, commission, board, agency, bureau, subdivision, instrumentality, official or other regulatory, administrative or judicial authority thereof, including any authority or other quasi-governmental entity established by a Governmental Entity to perform any of such functions.
- 4.16. Hazardous Substances includes without limitation:
  - 4.16.1. Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or "pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;
  - 4.16.2. Those substances listed in the United States Department of Transportation (hereinafter DOT) Table [49 CFR 172.101], or by the EPA, or any successor agency, as hazardous substances [40 CFR Part 302];
  - 4.16.3. Other substances, materials, and wastes that are regulated or classified as hazardous or toxic under federal, state, or local Laws; and
  - 4.16.4. Any material, waste, or substance that is:
    - A petroleum or refined petroleum product, asbestos, polychlorinated biphenyl, designated as a hazardous substance pursuant to 33 USCS 1321 or listed pursuant to 33 USCS '1317, a flammable explosive, or a radioactive material.



- 4.17. Improvement is defined as a building or other relatively permanent structure or development located on, or attached to, land.
- 4.18. Law means any applicable statute, law (including common law), constitution, treaty, charter, ordinance, code, order, rule regulation, permit, or determination or other binding requirement of any Governmental Entity.
- 4.19. Lease is defined as a contract in which the rights to use and occupy land or structures are transferred by the owner to another for a specified period of time in return for a specified rent.
- 4.20. MOU Agreement is defined as the agreement between the parties for the payment of costs incurred to investigate the sale of the subject property and attached as *Exhibit B*.
- 4.21. Personal Property is defined as all tangible property that is not classified as real estate.
- 4.22. Preliminary Title Report is defined in Section 5.1.
- 4.23. Property is defined in Section 2.1.
- 4.24. Purchase Price is defined in Section 3.1.
- 4.25. Tax means any and all taxes imposed by a Governmental Entity, including charges for federal, state, local or foreign net or gross income, gross receipts, net proceeds, sales, use, ad valorem, franchise, withholding, payroll, employment, excise, property, deed, stamp, alternative or add-on minimum, environmental, profits, windfall profits, transaction, license, service, occupation, severance, transfer, unemployment, social security, workers' compensation, capital, premium and other Taxes, assessments, customs, duties, fees, levies or other governmental charges of any nature whatever, whether disputed or not, together with any interest, penalties, additions to Tax or additional amounts with respect thereto, excluding in all cases any expense related to any Permit.
- 4.26. Transaction is defined as the purchase of the Property.

## ARTICLE 5

### 5. **Buyer's Contingencies**

- 5.1. Preliminary Report. Buyer will receive the preliminary title report (Preliminary Report) dated no earlier than ninety (90) days before the Effective Date covering the Real Property, together with a legible copy of all exceptions to title shown in the Preliminary Report, including each document, map, and survey referred to in the Preliminary Report.
- 5.2. Environmental Assessment Report. The Buyer acknowledges receipt of the Environmental Assessment Report of the Property dated January 30, 2014 (Revised April 30, 2014) by Kleinfelder LLC. Seller contracted for this document pursuant to a separate MOU agreement by the Parties.

- 5.3. Approval of Title. Buyer's obligation to purchase the Property is expressly conditioned on Buyer's approval of the condition of title of the Property in accordance with the following procedure:
- 5.3.1. Buyer's Approval of Preliminary Report. Buyer will have twenty-one (21) days after issuance to review the Preliminary Report and to deliver written notice of Title Objection to Seller. If Buyer fails to give such notice on or before twenty-one (21) days after issuance, Buyer will be deemed to have accepted the matters disclosed in the Preliminary Report.
- 5.3.2. Permitted Exceptions. Upon County Approval, the following Exceptions are deemed approved by Buyer, including but not limited to: (a) exceptions for a lien for local real estate taxes and assessments not yet due or payable, including (without limitation) special taxes under Gov. Code §§53311-53368.3 or installment assessments under Street & Highways Code §§8500-8887, and (b) the standard preprinted Exceptions and exclusions of the Title Company.
- 5.3.3. Title Objections. With respect to any Title Objection, Seller will have thirty (30) Business Days after receipt of Buyer's Title Objection to remove or cure such Title Objection.
- 5.3.4. Seller Elects Not to Cure. If Seller elects not to cure or remove a Title Objection (or is deemed to have so elected), or Seller's cure is not acceptable to the Buyer, then Buyer will have twenty (20) Business Days after delivery of Buyer's Title Objection either to (a) proceed with the purchase of the Property, waive such Title Objection, and accept the exception shown in the Preliminary Report as a Permitted Exception, or (b) provide Seller with written notice that Buyer is terminating this Agreement.
- 5.3.5. Additional Encumbrances. If any encumbrance or other exception to title arises or is discovered prior to County Approval, the party discovering such Additional Encumbrance must promptly give written notice to the other. No later than five (5) Business Days after delivery of the notice of such Additional Encumbrance, Buyer will deliver a new Buyer's Title Notice to Seller specifying whether the Additional Encumbrance is a Title Objection or a Permitted Exception. If Buyer objects to the Additional Encumbrance, the parties will proceed in the same manner as set forth above for Title Objections in Section 5.3.3.

- 5.4. Due Diligence. Buyer's obligation to purchase the Property is expressly conditioned on its approval, in its sole discretion, of the condition of the Property and all other matters concerning the Property, including without limitation economic, financial, and accounting matters relating to or affecting the Property or its value, and the physical and environmental condition of the Property. Buyer will have until the County Approval to conduct such investigations as Buyer may choose ("Due Diligence") to determine, in its sole discretion, whether this contingency is met. Upon County delivery to Seller of this Agreement executed by Buyer, Buyer will also deliver written notice to Seller accepting the Property, which acceptance shall be conditioned upon satisfaction of Buyer's Closing Conditions. Alternatively, Buyer shall deliver written notice to Seller before approval or termination of this Agreement. If Buyer fails to give either notice, Buyer will be deemed to have elected to terminate this Agreement.
- 5.5. Access to Property. Buyer acknowledges that it is thoroughly familiar with the Property and that it has been occupying and using the Property as a Landfill for more than twenty years. As part of its Due Diligence, Buyer may investigate economic, financial, and accounting matters relating to or affecting the Property or its value, and conduct inspections, tests and studies with respect to the physical and environmental condition of the Property and Seller recommends that Buyer do so. Buyer and Buyer's consultants, agents, engineers, inspectors, contractors, and employees ("Buyer's Representatives") must be given reasonable access to the Property during regular business hours for the purpose of performing such Due Diligence. Buyer will undertake the Due Diligence at its sole cost and expense. Buyer will indemnify, defend with counsel reasonably acceptable to Seller, and hold Seller harmless from all claims (including claims of lien for work or labor performed or materials or supplies furnished), demands, liabilities, losses, damages, costs, fees, and expenses, including Seller's reasonable attorney fees, costs, and expenses, arising from the acts or activities of Buyer or Buyer's Representatives in, on, or about the Property during or arising in connection with Buyer's inspections of the Property.
- 5.6. Assumption of Risk. Subject to the other provisions of this Agreement, Buyer agrees that it assumes the risk that an adverse condition of the Property may not have been revealed by its own Due Diligence. Buyer agrees that Seller will have no obligation to repair, correct, or compensate Buyer for any condition of the Property, including contamination, the presence of Hazardous Substances, defects in the Improvements, noncompliance with applicable laws and regulations, including without limitation zoning laws, building codes, and the Americans with Disabilities Act, whether or not such condition of the Property would have been disclosed by Buyer's Due Diligence.

- 5.7. Termination for Failure of a Contingency. Any cancellation fee, cost, or other costs of the Escrow Holder or the Title Company resulting from this termination for failure of a contingency will be borne by the terminating party or the party whose action or failure to act resulted in the termination.
- 5.8. Survival. The provisions of this Article shall survive the Closing.

#### ARTICLE 6

6. **Seller's Preclosing Covenants**

- 6.1. No Amendments or Agreements. On or after the Effective Date, Seller will not enter into any lease or other agreement of any type affecting the Property, without Buyer's prior written consent.
- 6.2. Notification. Seller will promptly notify Buyer of any material change in any condition with respect to the Property or of any material event or circumstance that occurs prior to the Effective Date that makes any representation or warranty of Seller under this Agreement untrue or misleading.

#### ARTICLE 7

7. **Representations and Warranties**

- 7.1. Effect of Representations and Warranties. Each representation and warranty in this Article 7: (a) is material and being relied on by the party to which the representation and warranty is made; (b) is true in all respects as of the Effective Date; (c) must be true in all respects on the Closing Date; and (d) will survive the Closing, except as otherwise provided in this Agreement.
- 7.2. Seller's Representations and Warranties. Despite anything to the contrary in this Agreement, Seller warrants and represents as of the Effective Date that:
- 7.1.1. No Condemnation. To Seller's knowledge, Seller has received no written notice of any presently pending or contemplated special assessments or proceedings to condemn or demolish the Property or any part of it, or any proceedings to declare the Property or any part of it a nuisance.
- 7.1.2. Foreign Person. Seller is not a foreign person and is a "United States Person" as that term is defined in §7701(a)(30) of the Internal Revenue Code of 1986, as amended.
- 7.3. Buyer's Representations and Warranties. In addition to this Agreement, Buyer specifically discloses and indemnifies the Seller, as follows:

- 7.3.1. Environmental Site Declaration and Disclosure Regarding Use. Buyer warrants it has made use of the Property consistent with its Lease, and all local, state, and federal laws. In attached Exhibit C, Buyer will comprehensively list all use made on the Property and disclose any and all use of Hazardous Substances.
- 7.3.2. Indemnity. Buyer specifically acknowledges that it is the only known tenant of the Property and operated and will continue to operate a waste disposal landfill and transfer station on the Property in the foreseeable future. Buyer hereby indemnifies and saves harmless the Seller from and against any and all future claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities whatsoever which the Seller may pay, sustain, suffer or incur by reason of or in connection with the Property. This indemnity includes all costs and expenses (including legal expenses) incurred in connection with any such loss or damage.
- 7.4. Environmental Indemnification: Buyer, on behalf of itself and its successors and assigns further undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the City, defend by counsel satisfactory to the City, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Buyer's employees, contractors and sub-contractors of any tier, customers, invitees, and agents, or persons who enter onto the premises, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by Buyer of any term and/or condition of this agreement, relating directly or indirectly to any Environmental Law or to the release or spill of any Hazardous Substance, resulting from or incident to the presence upon or performance of activities by Buyer or its personnel with respect to the subject area/property covered under this permission, on the part of the Buyer or its

officers, agents and employees of any tier, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of the Indemnitees. It is the specific intent of this section that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.

BUYER INITIALS: \_\_\_\_\_

- 7.5. **"As-Is" Purchase.** As a material inducement to Seller's extension and delivery of this Agreement, Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that, except as otherwise expressly provided in this Agreement : (i) Buyer is expressly purchasing the Property in its existing condition "as is, where is, and with faults" and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of Seller with respect to all facts, circumstances, conditions and defects: (ii) Buyer is aware that the Property has been used for many years as an unlined landfill for many years and indeed Buyer has been the operator of the Landfill and Buyer acknowledges that Buyer has far superior knowledge than Seller as to the condition of the Property and what hazardous or other materials may have been dumped or may be located, placed on, under, about or in the vicinity of the Property. Buyer acknowledges receipt of and accepts the content and description of the Property in the Kleinfelder Report. (iii) Seller has specifically bargained for the assumption by Buyer of all responsibility, responsibility for past, present and future actual and potential liability with the Property of any kind, source and or nature and for Buyer's assumption of all responsibility to inspect and investigate the Property and of all risk of; (iv) Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and any or all known and unknown actual or potential liabilities associated with it; (v) Seller is not making and has not made any warranty or representation with respect to any materials or other data provided by Seller to Buyer (whether prepared by or for the Seller or others) or the education, skills, competence or diligence of the preparers thereof or the physical condition or any other aspect of all or any part of the Property as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose; and (vi) by reason of all the foregoing, Buyer assumes the full risk of any liability, loss or damage occasioned by an fact, circumstance, condition or defect pertaining to the Property. Seller

hereby disclaims all warranties of any kind or nature whatsoever (including warranties of condition, merchantability, habitability and fitness for particular purposes) whether expressed or implied, including, but not limited to warranties with respect to the Property, tax liabilities, zoning, land value, subdivision or land use, availability of access or utilities, ingress or egress, governmental approvals, or the soil conditions of the Land. Buyer further acknowledges that Buyer is buying the Property "as is" and in its present condition and that except as otherwise expressly provided in this Agreement, Buyer is not relying upon any representation of any kind or nature made by Seller, or any of its employees or agents or Seller group with respect to the Land or Property, and that, in fact, no such representations were made except as expressly set forth in this Agreement. Further and without in any way limiting any other provision of this Agreement, Seller makes no warranty with respect to the presence on or beneath the Land (or any parcel in proximity thereto) of Hazardous Substances. By acceptance of this Agreement and the Deed, Buyer acknowledges that Buyer's opportunity for inspection and in investigation of such land has been adequate to enable Buyer to make Buyer's own determination with respect to the presence on or beneath the Land of any Hazardous Substances. Furthermore, Buyer's closing, hereunder shall be deemed to constitute an express waiver of Buyer's and its successors' and assigns' rights to sue the Seller and of Buyer's right to cause the Seller to be joined in an action brought under any federal, state or local law, rule, act, or regulation now existing or hereafter enacted or amended which prohibits or regulates the use, handling, storage, transportation or disposal of Hazardous Substances or which, requires removal or remedial action with respect to such Hazardous Substances, specifically including but not limited to federal "CERCLA", "RCRA", and "SARA" acts.

- 7.6. Release. Without in any way limiting the generality of the preceding paragraphs, Buyer, on behalf of itself, its successors and assigns, specifically acknowledges and agrees that it forever waives, releases and discharges any claim it has, might have had or may have against the Seller, with respect to the Property or the condition of the Property, any and all known and unknown, either patent or latent, actual and/or potential liabilities associated with the Property and the compliance with any environmental or occupational protection, pollution, subdivision or land use laws, rules, regulations or requirements or liability for violations thereof, an any other state of facts which exist with respect to the Property. Buyer waives the benefit of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME EXECUTING THE RELEASE, WHICH IF KNOWN

BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Seller and Buyer have each initialed this section 7.6 to further indicate their awareness and acceptance of each and every provision of this Agreement. The provisions of this section 7.6 will survive the Closing.

Seller's Initials: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_

Buyer specifically acknowledges that Buyer has carefully reviewed the foregoing provisions and discussed its import with legal counsel, is fully aware of its consequences, and that the provisions of this paragraph are a material part of this Agreement. The provisions of Article II shall survive the expiration of this Agreement, or the delivery of the Deed and the Closing.

7.7. Survival. The provisions of Section 7.4 shall survive the Closing and expire only when any liability of Seller, as previous property owner, expires in accordance with the Environmental Laws.

## ARTICLE 8

### 8. Closing Conditions

8.1. Buyer's Closing Conditions. All obligations of Buyer under this Agreement are subject to the fulfillment, before or at the Closing, of each of the following conditions (Buyer's Closing Conditions). Buyer's Closing Conditions are solely for Buyer's benefit and any or all of Buyer's Closing Conditions may be waived in writing by Buyer in whole or in part without prior notice.

8.1.1. Title. It is a Buyer's Closing Condition that, on the Closing Date, Seller convey to Buyer marketable fee simple title to the Property by execution and delivery of a grant deed and that County is able to obtain a title insurance policy at closing in a form acceptable to County.

8.1.2. Buyer's ability to purchase the Property is subject to the approval of this Agreement by the Mono County Board of Supervisors and contingent upon compliance with all applicable laws and regulations governing such purchase, including but not limited to Government Code section 25350, which requires the County to publish three times in a newspaper of general circulation within the County a notice of its intent to consummate the purchase, and Government Code section 65402(a), which requires County's receipt of a report from its



planning agency determining that the location, purpose, and extent of the County's acquisition of the Property conforms with the County General Plan.

- 8.2. Seller's Closing Conditions. Seller's obligation to sell the Property is expressly conditioned on the fulfillment of each condition precedent at or before the Closing (Seller's Closing Conditions). Seller's Closing Conditions are solely for Seller's benefit and any of Seller's Closing Conditions may be waived in writing by Seller in whole or in part without prior notice.
- 8.2.1. City Approval. Seller's ability to sell the Property is subject to the approval of this Agreement by the Board of Water and Power Commissioners of the Department of Water and Power of the City of Los Angeles and possible subsequent action and review by the Los Angeles City Council pursuant to Charter (hereinafter "City Approval"). Pursuant to *FSPP v. City of Los Angeles* (1998) 65 Cal. App. 4th 650, 661, and the laws of the State of California, Buyer realizes and acknowledges that it cannot rely upon the representations of anyone acting on behalf of, or claiming to act on behalf of Seller or as Seller's agent relating to the probability of the Agreement being approved and that this Transaction may or may not be consummated.
- 8.2.2. Record of Survey. Buyer is to monument the Property and file the Record of Survey.
- 8.2.3. Purchase Price. Buyer must have delivered the Purchase Price to Escrow Holder.
- 8.2.4. Delivery of Funds Per MOU. Buyer and Seller entered into a separate MOU related to the sharing of costs for various services to be provided in furtherance of the possible purchase of the Property. Buyer has delivered to Seller the funds specified in the separate MOU and such amounts are not included in this Agreement.
- 8.2.5. Buyer's Representations, Warranties, and Covenants. The representations and warranties of Buyer in this Agreement must be true in all material respects on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of the Closing Date. Buyer must have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date.

- 8.3. Termination for Failure of a Closing Condition. This transaction is structured as a completely voluntary transaction. If Buyer's Closing Conditions or Seller's Closing Conditions, as the case may be, have not been previously approved or waived, this Agreement may be terminated by the party in whose favor the Closing Condition runs by written notice to the other. If this Agreement is so terminated, the parties will have no further obligation or liability under this Agreement or right to specific performance, declaratory relief or money damages. Any cancellation fee, cost, or other costs of the Escrow Holder or the Title Company resulting from this termination for failure of a closing condition will be equally borne by the Buyer and the Seller, unless satisfaction of the condition(s) is within the control of the Buyer or the Seller, in which case the party having had such control shall be solely responsible for any cancellation fee, cost, or other costs of the Escrow Holder or Title Company from the termination.

## ARTICLE 9

### 9. Closing

- 9.1. Escrow. The Escrow will be opened with the Escrow Holder on the execution of this Agreement. Buyer and Seller will promptly execute such additional Escrow instructions, on the Escrow Holder's request, as are reasonably required to consummate the transaction contemplated by this Agreement and are not inconsistent with this Agreement.
- 9.2. Closing Date. Seller and Buyer agree that the Closing will occur on the "Closing Date." The Closing Date will be a date mutually agreeable to Buyer and Seller, but no later than December 31, 2015. The Closing will be at the offices of Escrow Holder or such other place as the parties may agree.
- 9.3. Seller's Deposit of Documents and Funds. Seller must deposit into Escrow the following documents duly executed by Seller:
- 9.3.1. Deed: The duly executed and acknowledged Deed conveying the Property to Buyer.
- 9.3.2. Additional Documents: Such additional documents, including written Escrow instructions consistent with this Agreement, as may be necessary or desirable to convey the Property in accordance with this Agreement.
- 9.4. Buyer's Deposit of Documents and Funds. Buyer must deposit into Escrow the following funds and documents duly executed by Buyer in form and substance reasonably satisfactory to Seller:
- 9.4.1. Purchase Price: The Purchase Price in accordance with Article 2.

- 9.4.2. **Conveyance Documents:** Such documents, including written Escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.
- 9.5. **Closing Costs.** Closing costs will be allocated as follows:
- 9.5.1. Escrow costs will be paid by the Buyer;
- 9.5.2. Buyer will pay the cost of the Title Policy, if any;
- 9.6. **Broker's Commission; Indemnity.** Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or person who can claim a commission or finder's fee as a procuring cause of the sale contemplated in this Agreement. If any other broker or finder perfects a claim for a commission or finder's fee based on any contract, dealings, or communication with a party (Indemnifying Party), then the Indemnifying Party must indemnify, defend, and hold the other party (Non-indemnifying Party) harmless from all costs and expenses (including reasonable attorney fees and costs of defense) incurred by the Non-indemnifying Party in connection with such claim.
- 9.7. **Possession.** Seller will deliver exclusive right of possession of the Property to Buyer on the Closing Date.

## ARTICLE 10

### 10. **Future Sale/Transfer of Property**

- 10.1. **Right of First Offer.** Buyer hereby acknowledges, in the event Buyer decides to sell the Property at any future date, Buyer agrees to give the Seller the first opportunity to purchase the Property. Buyer agrees to negotiate with the Seller, and attempt to reach an agreement in good faith. If the Buyer and Seller cannot reach an agreement, the Buyer may then negotiate with or sell to any other party.
- 10.2. **Right of First Refusal.** Buyer hereby acknowledges, in the event Buyer decides to sell the Property at any future date, Buyer agrees to give the Seller the right of first refusal to purchase the Property. This right of first refusal has no termination date. If Buyer negotiates to sell the Property to any other party, Buyer agrees to give Seller the opportunity to reasonably match the offer.

- 10.3. Recording. Buyer agrees to allow the provisions in 10.1 and 10.2 recorded to the Property after the Close of Escrow.
- 10.4. Term. Both 10.1 and 10.2 are for a definite term with a termination date of December 31, 2115, and apply to all successors and assigns of the Buyer and the Seller.
- 10.5. Condemnation. If before the Closing Date any action or proceeding is commenced for the condemnation or exercise of the rights of eminent domain of the Property or any portion of it, or if Seller is notified by the duly authorized officer of a duly empowered condemning authority of the intent to commence such action or proceeding (Condemnation) and if such Condemnation would materially and adversely affect the use or operation of the Property, have the effect of decreasing the square footage of the Improvements, or reduce or eliminate access to the Property, then Buyer may either (a) terminate this Agreement or (b) proceed with the Closing without modifying the terms of this Agreement and without reducing the Purchase Price, on the condition that Seller must assign and turn over, and Buyer will be entitled to keep, all awards for the Condemnation that accrue to Seller. Seller may not negotiate, resist, or stipulate to any Condemnation without Buyer's written consent. Seller must notify Buyer of any notice of Condemnation of all or any portion of the Property within five (5) days after the receipt of this notice, and Buyer must exercise its option(s) as provided in this section 10.5] within ten (10) days after receipt of such notice. If necessary, the Closing Date will be extended to give Buyer the full ten (10) day period to make such election.

## ARTICLE 11

### 11. Remedies for Default

- 11.1. WAIVER OF RIGHT TO SPECIFIC PERFORMANCE AND DAMAGES. NEITHER BUYER NOR SELLER WILL HAVE THE RIGHT TO SPECIFIC PERFORMANCE OR TO RECOVER DAMAGES IF THE OTHER PARTY FAILS TO CONVEY (OR TO PURCHASE) THE PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, AND SUCH FAILURE CONSTITUTES A DEFAULT UNDER THIS AGREEMENT, NEITHER BUYER NOR SELLER WILL HAVE THE RIGHT TO RECEIVE ANY MONEY DAMAGES. THE SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS SECTION 11.1 AND

BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY  
ITS TERMS.

Seller's Initials: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_

## ARTICLE 12

### 12. General

12.1. Notices. Any notices relating to this Agreement must be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally, by generally recognized overnight courier service, by facsimile (provided that sender retains a printed confirmation of delivery to the facsimile number provided below), or five (5) days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed as follows:

If to Buyer:

Tony Dublino, Mono County Solid Waste Superintendent  
County of Mono  
PO Box 457  
Bridgeport, CA 93517

With copy to:

Stacey Simon, Assistant County Counsel  
County of Mono  
P.O. Box 2415  
Mammoth Lakes, CA 93546

If to Seller:

James G. Yannotta  
Manager of Aqueduct  
City of Los Angeles  
Department of Water and Power  
300 Mandich Street  
Bishop, CA 93514-3449

With copy to:

Tina Shim, Deputy City Attorney  
City of Los Angeles  
Department of Water and Power  
111 N. Hope Street, Room 340  
P.O. Box 51111  
Los Angeles, CA 90051

Either party may change its address by written notice to the other given in the manner set forth above.

- 12.2. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the complete, exclusive, and final statement of the terms of the agreement with respect to the sole property between buyer and seller and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement specifically supersedes any prior written or oral agreements between the parties. The language in all parts of this Agreement will be construed as a whole in accordance with its fair meaning and without regard to California Civil Code §1654 or similar statutes. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.
- 12.3. Amendments and Waivers. No addition to or modification of this Agreement will be effective unless it is made in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver will not be enforceable by another party unless it is made in writing and signed by the waiving party.
- 12.4. Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, this fact will in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.
- 12.5. No Merger. This Agreement, each provision of it, and all warranties and representations in this Agreement will survive the Closing and will not merge in any instrument conveying title to Buyer, except as set forth in Sections 10.1 and 10.2. All representations, warranties, agreements, and obligations of the parties will, despite any investigation made by any party to this Agreement, survive Closing, and the same will inure to the benefit of and be

binding on the parties' respective successors and assigns, except that Buyer's obligations under Article 7 shall be as set forth in Section 7.7.

- 12.6. References. Unless otherwise indicated, (a) all article and section references are to the articles and sections of this Agreement, and (b) except where otherwise stated, all references to days are to calendar days. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls on a Saturday, Sunday, or California state holiday, such time for performance will be extended to the next business day. "Business Days" means days other than Saturday, Sunday, and California state holidays. The headings used in this Agreement are provided for convenience only and this Agreement will be interpreted without reference to any headings. The date of this Agreement is for reference purposes only and is not necessarily the date on which it was entered into.
- 12.7. Governing Law. This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles.
- 12.8. Exclusive Venue. All litigation arising out of, or relating to this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.
- 12.9. Jointly Drafted by the Parties. Each of the parties hereto acknowledges that it had a full and fair opportunity to review and revise the terms of this Agreement and that this Agreement has been drafted jointly by all of the parties hereto. Accordingly, each of the parties hereto acknowledges and agrees that the terms of this Agreement shall not be construed against or in favor of another party.
- 12.10. Termination. Upon thirty (30) Business Days prior written notice prior to City Approval, this Agreement may be terminated or cancelled at any time by either party, for any reason or for no reason at all, and may be terminated and cancelled completely without cause. If this Agreement is so terminated, the parties will have no further obligation or liability under this Agreement or right to specific performance, declaratory relief or money damages. Any cancellation fee, cost, or other costs of the Escrow Holder or the Title Company resulting from this termination for failure of a contingency or closing condition will be borne by the terminating party or the party whose action or failure to act resulted in the termination.

- 12.11. Time. Time is of the essence in the performance of the parties' respective obligations under this Agreement.
- 12.12. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- 12.13. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party to this Agreement or give any third person any right of subrogation or action over against any party to this Agreement.
- 12.14. Interpretation. Throughout this Agreement, (a) the plural and singular numbers will each be considered to include the other; (b) the masculine, feminine, and neuter genders will each be considered to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.
- 12.15. No Attorney's Fees. In the event of any action or suit under, or to enforce, this Agreement, the parties shall be responsible for their own costs, expenses and attorney's fees incurred. The prevailing party shall not be entitled to reasonable attorneys' fees.
- 12.16. No Consequential/Punitive Damages. In no event shall either Party be liable to the other Party under any provision of this Agreement for any indirect, incidental, punitive or consequential damages, losses, damages, costs or expenses including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole in or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be indirect, incidental, punitive or consequential damages hereunder.
- 12.17. Independent Counsel. Each party was represented by legal counsel during the negotiation and execution of this Agreement. Each party shall be responsible for its own, respective, fees and expenses of legal counsel and consultants incurred as a result of this Agreement or the transactions contemplated thereby.



- 12.18. Authority. Buyer and Seller agree that the person executing this Agreement on behalf of Buyer and Seller, respectively, has the authority and power to do so and to bind Buyer and Seller, respectively, in accordance with the provisions set forth herein.
- 12.19. Assignment. Buyer may not assign any of its rights under this Agreement.
- 12.20. Captions. All section headings are inserted for convenience only and shall not be used in any way to modify, limit, construe, or otherwise affect this Agreement.
- 11.21. Modification. This Agreement may not be modified except by a written instrument executed by all parties or their permitted successors in interest.
- 12.22. No Joint Venture. Nothing herein contained shall be construed to create a joint venture or partnership or to create the relationship of principal and agent or of any association between the parties hereto.
- 12.23. Further Assurances. Each party hereto agrees to execute any and all documents and writings which may be necessary or expedient and do such other acts as will further the purposes hereof.
- 12.24. Executed in Counterpart. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on:

**BUYER:**

COUNTY OF MONO  
a Political Subdivision of the  
State of California

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

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

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

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

**AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY** is entered into and accepted on the dates indicated by our signatures affixed hereto.

**SELLER:**

CITY OF LOS ANGELES, a Municipal Corporation and Charter City

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES  
BY  
BOARD OF WATER AND POWER COMMISSIONERS  
OF THE CITY OF LOS ANGELES

Date \_\_\_\_\_ By \_\_\_\_\_  
**MARCIE L. EDWARDS**  
General Manager

Date \_\_\_\_\_ And \_\_\_\_\_  
**BARBARA E. MOSCHOS**  
Secretary

AUTHORIZED BY:

Resolution No. \_\_\_\_\_  
Adopted \_\_\_\_\_

APPROVED BY COUNCIL ON:

\_\_\_\_\_

## TABLE OF EXHIBITS

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Exhibit A	Description of Property
Exhibit B	Memorandum of Understanding
Exhibit C	Buyer's Environmental Site Declaration and Disclosures Regarding Use

## LEGAL DESCRIPTION

A portion of that real property described in Grant Deed from Cain Irrigation Company to The City of Los Angeles, recorded in Official Records, Book 10, page 173, on May 6, 1935, in the office of the County Recorder of Mono County, State of California, more particularly described as follows:

The northwest quarter of the northwest quarter, and the west half of the west half of the northeast quarter of the northwest quarter of Section 36, Township 1 North, Range 26 East, Mt. Diablo Meridian, in the unincorporated territory of the County of Mono, State of California, as shown on the Record of Survey No. 34-22, recorded in Map Book 2, page 11, in said County Recorder's office, containing 50.19 acres, more or less.

## END OF PARCEL DESCRIPTION

TOGETHER with an easement for public road and access purposes all in, on, over, under, and across that certain real property situated in the south half of the northwest quarter of Section 36, Township 1 North, Range 26 East, Mt. Diablo Meridian, in the unincorporated territory of the County of Mono, State of California, as shown on the Record of Survey No. 34-22, recorded in Map Book 2, page 11, in the office of the County Recorder of said County, and more particularly described as follows:

COMMENCING at a 2 inch Iron Pipe with a Mono County Surveyor Tag at the northwest corner of said south half of the northwest quarter of said Section 36; thence South  $0^{\circ}03'25''$  East, 1322.38 feet to a 2 inch Iron Pipe with stamped pipe cap monumenting the southwest corner of said south half of the northwest quarter of said Section 36; thence North  $74^{\circ}45'33''$  East, 2201.01 feet to a point within the existing State Route #120 roadway, and the POINT OF BEGINNING; thence North  $38^{\circ}15'41''$  West, 225.28 feet to the beginning of a tangent curve, concave southwesterly, with a radius of 970.00 feet, and a central angle of  $10^{\circ}09'05''$ ; thence northwesterly along the arc of said curve 171.86 feet; thence North  $48^{\circ}24'46''$  West, 451.61 feet to the beginning of a tangent curve, concave southwesterly, with a radius of 315.16 feet, and a central angle of  $41^{\circ}27'48''$ ; thence northwesterly along the arc of said curve 228.07 feet; thence North  $89^{\circ}52'34''$  West parallel with the northerly line of said south half, 838.80 feet; thence South  $74^{\circ}07'26''$  West, 145.12 feet; thence North  $89^{\circ}52'34''$  West parallel with the northerly line of said south half, 81.76 feet; thence North  $0^{\circ}07'26''$  East perpendicular to said northerly line, 100.00 feet to a point on said northerly line that bears South  $89^{\circ}52'34''$  East, 261.39 feet from said northwest corner; thence South  $89^{\circ}52'34''$  East along said northerly line, 1060.06 feet to a 2 inch Iron Pipe with a Mono County Surveyor Tag at the southeast corner of the northwest quarter of the northwest quarter of said Section 36, and the beginning of a tangent curve, concave southwesterly, with a radius of 375.16 feet, and a central angle of  $41^{\circ}27'48''$ ; thence southeasterly along the arc of said curve

271.49 feet; thence South 48°24'46" East, 451.61 feet to the beginning of a tangent curve, concave southwesterly, with a radius of 1030.00 feet, and a central angle of 10°09'05"; thence southeasterly along the arc of said curve 182.49 feet; thence South 38°15'41" East, 225.28 feet; thence South 51°44'19" West, 60.00 feet to the POINT OF BEGINNING, containing 3.12 acres, more or less.

**END OF EASEMENT DESCRIPTION**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
LOS ANGELES DEPARTMENT OF WATER AND POWER  
AND THE COUNTY OF MONO REGARDING  
PUMICE VALLEY LANDFILL**

This memorandum of understanding (MOU) is entered into by and between the Los Angeles Department of Water and Power (LADWP) and the County of Mono ("County") for the purpose of setting forth the understanding of each with respect to the development of information related to the possible sale to County of certain real property located within Mono County and owned by LADWP. County and LADWP are sometimes collectively referred to herein as the parties.

**I. RECITALS**

- A. LADWP is the owner the land that is the site of the Pumice Valley Landfill (the "Landfill"), located at 200 Dross Rd., Lee Vining, California.
- B. The County has operated a solid waste landfill on the site pursuant to a lease from LADWP since 1975.
- C. On June 25, 2013, LADWP suggested to the County that it would consider selling the Landfill site and an additional ten acres (the "Property") to the County if terms and conditions could be agreed upon.
- D. The County has expressed an interest in considering such a purchase, if agreeable terms can be identified.
- E. In order that the parties may reach an agreement regarding such a purchase or sale of the Property, both desire to develop preliminary information about the Property (e.g., property boundaries, appraised value, etc.) to aid in decision making.
- F. The parties are willing to expend certain resources in furtherance of their efforts to pursue a purchase or sale of the Property, in accordance with the terms and conditions set forth in this MOU.
- G. The parties enter into this MOU with the understanding that the commitments and obligations set forth herein shall apply regardless of whether a purchase or sale of the Property is ultimately consummated between them.

**II. TERMS AND CONDITIONS**

- A. County's Commitment
  - a. County will pay the following costs associated with obtaining the documents listed below which evaluate the possible purchase or sale of the Property. The total County share for the listed documents shall not exceed \$25,000, without further approval from the Mono County Board of Supervisors:

- i. One-half of the cost to obtain an independent third party property appraisal of the Property by Steve Norris Realty Advisors at 101 East Green Street, Suite 9, Pasadena, California, 91105, provided the Solid Waste Superintendent reviews and approves the Scope of Work for the appraisal prior to its execution by LADWP. County shall reimburse LADWP in accordance with this Agreement, within 30 days of receipt of an invoice from LADWP, for County's share of these costs.
  - ii. One-half the cost of a property survey identifying the boundaries and access of the Property, and to create a record of survey, by Eastern Sierra Land Surveys at 19 Shanna Circle, Mammoth Lakes, California, 93546.
  - iii. One-half the cost to obtain a baseline report documenting the current environmental conditions of the Property, prepared by Kleinfelder, Inc. at 523 West Sixth Street, Suite 620, Los Angeles, California, 90014, provided that the Solid Waste Superintendent reviews, comments upon, and approves the report prior its finalization. Notwithstanding the foregoing, County shall only be responsible under this sub-paragraph to the extent that funds remain (out of the \$25,000 allocated by County under paragraph a) following County's payment of its share of costs for the items described in sub-paragraphs a(i) and a(ii) above. County shall reimburse LADWP in accordance with this Agreement, within 30 days of receipt of an invoice from LADWP for County's share of these costs.
- b. In addition to the foregoing, the County will commit the staff time and resources of its Solid Waste Superintendent, Administrative Officer, and County Counsel (or designees), as needed, to provide such assistance, documentation, or information as may be required to complete the property appraisal, baseline analysis, property survey, or other tasks identified in this MOU.

**B. LADWP's Commitment**

- a. LADWP will pay the costs associated with obtaining all of the following documents evaluating the possible purchase or sale of the Property from LADWP. The total LADWP share for the documents is not to exceed a total amount of \$25,000, without further approval by LADWP:
  - i. One-half of the cost to obtain an independent third party property appraisal of the Property by Steve Norris Realty Advisors at 101 East Green Street, Suite 9, Pasadena, California, 91105, provided the Solid Waste Superintendent reviews and approves the Scope of Work for the appraisal prior to its execution by LADWP.
  - ii. One-half the cost of a property survey identifying the boundaries and access of the Property, and to create a record of survey, by Eastern Sierra Land Surveys at 19 Shanna Circle, Mammoth Lakes, California,

93546. LADWP shall reimburse County within 30 days of receipt of an invoice from County for LADWP's share of these costs.

- iii. One-half the cost to obtain a baseline report documenting the current environmental conditions of the Property, prepared by Kleinfelder, Inc. at 523 West Sixth Street, Suite 620, Los Angeles, California, 90014, provided that the Solid Waste Superintendent reviews, comments upon, and approves the report prior its finalization. Notwithstanding the foregoing, LADWP's share of the cost of this Item may increase in proportion to any decrease in County's share under sub-paragraph a(iii).
- b. In addition to the foregoing, LADWP will commit the staff time and resources of its Real Estate Section, Survey Section, and City Attorney (or designees) as needed, to provide such assistance, documentation, or information as may be required to complete the property appraisal, baseline analysis, property survey, or other tasks identified in this MOU.

C. Miscellaneous Provisions

- a. **Term.** The term of this MOU shall be from October 1, 2013 through December 31, 2015, unless sooner terminated by either party as provided below. If any of the documents (property appraisal, baseline analysis, or property survey) has not been completed and received by all parties by November 30, 2015, the parties agree to pay any remaining share of their costs prior to December 31, 2015.
- b. **Amendments.** No alteration or variation in the terms of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto.
- c. **Termination.** Either party may terminate this MOU at will and without cause by providing the other party with 30 days' written notice of termination. Upon any such termination, all amounts owed for work provided or ordered (completed or not completed), or expenditures made pursuant to this MOU, up to the date of termination shall be promptly paid. For purposes of this paragraph, payment shall be considered prompt if it is made within thirty (30) calendar days of a written request for payment by any party, company, contractor, sub-contractor, or independent third party.
- d. **Non-commitment by the parties.** The parties understand and agree that nothing in this MOU is intended nor shall be construed as committing or binding the parties to proceed with ultimate purchase or sale of the Property. The purpose of this MOU is simply to set forth the parties' understanding as to the payment and the responsibility for costs to develop and obtain preliminary information about the Property (e.g., property boundaries, appraised value, etc.) to aid in decision making. None of the documents obtained will be binding on any party in the event of future negotiations regarding the purchase or sale of the Property, or the actual purchase or sale of the Property.



- e. **Notice.** Any notice, communication, amendments, additions or deletions to this MOU, including change of address of any party during the term of this MOU, which LADWP 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:

Attn: Tony Dublino, Solid Waste Superintendent  
P.O. Box 457  
Bridgeport, CA 93517

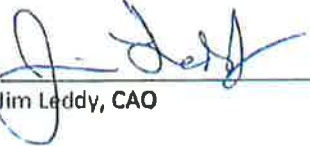
Los Angeles Department of Water and Power:

Attn: James G. Yannotta, Manager of Aqueduct  
300 Mandich Street  
Bishop, CA 93515

- f. **Voluntary Execution.** This MOU is executed voluntarily by the parties, without duress or undue influence on the part of or on behalf of any of them. The parties acknowledge that each has been represented by counsel with respect to the negotiation and preparation of this MOU. The parties further acknowledge that they are fully aware of the contents of this MOU and of its legal effect.
- g. **Entire Agreement.** This MOU contains the entire understanding of the parties with respect to the process by which the parties will investigate and develop certain identified information regarding the Property for the purpose of making informed decisions regarding its possible purchase and sale. No representations, inducements, promises, or agreements otherwise between the parties related to the foregoing and not embodied herein or incorporated herein by reference, shall be of any force or effect.
- h. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed an original and all of which constitute one and the same written instrument. This MOU shall be governed by the laws of the State of California.

IN WITNESS THEREOF, County and LADWP have executed this Agreement on the 24<sup>m</sup> day of September, 2014.

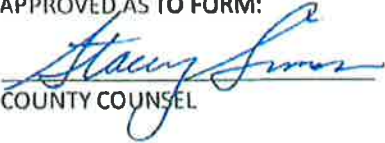
MONO COUNTY:

By:   
Jim Leddy, CAO

LADWP:

By:  09/24/14  
James G. Yannotta, Manager of Aqueduct

APPROVED AS TO FORM:

  
COUNTY COUNSEL

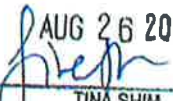
APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

APPROVED BY RISK MANAGEMENT:



APPROVED AS TO FORM AND LEGALITY  
MICHAEL N. FEUER, CITY ATTORNEY

BY  AUG 26 2014  
TINA SHIM  
DEPUTY CITY ATTORNEY

## EXHIBIT C

### Buyer's Environmental Site Declaration and Disclosures Regarding Use

1. I, Tony Dublino, hereby declare and attest, to the best of my knowledge and belief, to the following:
2. I am the Solid Waste Superintendent for the County. I have been employed in this capacity for approximately two and one half years.
3. As Solid Waste Superintendent, I am familiar with the current operation of the Pumice Valley Landfill (the "Landfill") and with its operation over the prior approximately two and one half years. I have also reviewed the following records in the possession of Mono County pertaining to the Landfill, daily logs, photographs, inspection reports, groundwater monitoring reports, Reports of Disposal Site Information, Preliminary Closure and Post-Closure Maintenance Plans and leases pertaining to landfill operations and operations of the Transfer Station. This declaration constitutes a complete disclosure of existing or potential environmental hazards and/or contamination pertaining to the landfill known to me through my knowledge of current operations, and based on my review of the foregoing records. I also warrant and declare that I am authorized to sign this declaration on behalf of the County.
4. The Pumice Valley Landfill is located at 200 Dross Road, in the County of Mono, State of California and is identified as Assessor's Parcel Number 021-130-39.
5. The County of Mono first used the property under a Use Permit (#M12-310-17) granted by the Los Angeles Department of Water and Power (LADWP) for the 40-acre landfill site (the "property") as of March of 1974. This Use Permit was replaced by Lease BL-443 in March of 1975. The County has been operating under active leases with LADWP, or hold-over clauses, ever since March 1975.
6. Prior to 2001, the County used the property as a municipal solid waste landfill. Beyond 2001, the site was used as a construction and demolition waste landfill, and transfer station.
7. The leases and permits issued by LADWP for the property have all reflected its use as a landfill and/or transfer station. To my knowledge, this has been the historic use on the property and there have been no other uses of the property. The County has used the property in accordance with the terms in #M12-310-17 and BL-443 for their respective applicable time periods and any holdover periods.

8. To my knowledge, the County has not used or knowingly allowed any illegal use of hazardous substances on the property.

9. The only current violation on the property known to me is a violation of Public Resources Code 44014(b), "Operator Complies with Terms and Conditions."

10. Historical violations include longstanding violations relating to the permit for the site, and the permit's failure to accurately describe then-current conditions. Other past violations include litter, security, equipment failures, grading of fill surfaces, separation of wood waste piles, lack of availability of records and alternative cover frequency. To my knowledge, these violations were corrected in due time and none resulted in enforcement actions.

11. The County currently has all the necessary and applicable insurance as detailed in its lease and provided to LADWP. The County also carries insurance for this property as required by local, federal, and state laws.

12. There are no records of complaints relating to the property known to me.

13. The Pumice Valley Landfill has been in operation for 40 years. For many of those years, it was operated as an unmanned public dump site. The landfill is also unlined. It is impossible to know conclusively whether any contamination has taken place or may yet take place as a result of past activities. However, there is a high probability that some manner of hazardous materials were disposed of at Pumice Valley without the County's or LADWP's knowledge. While no evidence of contamination has been detected to date, it is possible that contaminants deposited at the landfill in the past may at some point leach into groundwater and present contamination issues. The nature of landfill operations and waste disposal are such that no owner or operator can be 100% certain that all incoming waste is entirely free of contaminants.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014, at Bridgeport, California.

---

Tony Dublino, Solid Waste Superintendent

# Exhibit B

**Addendum to the**

**Mono County  
General Plan Land Use Amendments  
Final Environmental Impact Report  
(FEIR)**

**SCH #981220126 & #2004082091**

**Prepared in conjunction with the  
Transfer of Ownership of the  
Pumice Valley Landfill**

**Prepared by:  
Mono County Department of Public Works**



**December, 2014**

## **Table of Contents**

Executive Summary  
Addendum Determination  
The Approved 2005 Project  
2014 Project Description  
New Information  
Environmental Analysis  
Findings  
References

## **Executive Summary**

Mono County is seeking to acquire approximately 50 acres of land currently occupied by the Pumice Valley Landfill from the Los Angeles Department of Water and Power. The County has operated a landfill at the site since the 1970's. The property is located within Mono County approximately 5 miles southeast of Lee Vining in the Mono Basin.

The County contemplated an amendment to the Solid Waste Facility Permit for the site in 2004, when a Supplement to the Mono County General Plan Land Use Amendment Final EIR (certified in 2005) was prepared, performing CEQA analysis for current and planned uses at the site, including a General Plan Amendment, a Use Permit, and a revision to the Solid Waste Facility Permit (SWFP) for the site. Both the General Plan Amendment and Use Permit were approved in 2005 but the SWFP was never revised. The 2005 Supplement analyzed several activities in addition to proposed landfill operations and design, including the installation of landfill gas monitoring wells, vents, drainage facilities, and retention basins. Some of those activities have since occurred, and some have not.

Had a transfer of ownership from LADWP to the County been analyzed in the 2005 Supplement, there would be no cause for further CEQA review. Because of the proposed change of ownership, however, it has been determined that an Addendum should be prepared to describe this change.

## **Addendum Determination**

Mono County has determined that an Addendum to the previously certified EIR is the appropriate level of environmental review under CEQA. It should be noted that the Addendum is being proposed to the General Plan Land Use Amendment EIR, which was supplemented by a project-specific analysis of the Pumice Valley Landfill in 2005. This Addendum specifically addresses the 2005 Supplement, although it is technically an Addendum to the General Plan Land Use EIRs.

An Addendum is appropriate because:

CEQA Section 15164 (a) provides that "the lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred."

*None of the conditions described in section 15162 have occurred.*

Section 15162 provides for the preparation of a subsequent EIR where:

- (1) Substantial changes are proposed in the project, which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects;
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:
  - a. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
  - b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
  - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the measure or alternative;  
or
  - d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment but the project proponent declines to adopt the mitigation measure or alternative.

*Since the 2005 certification of the Supplement, none of the above has occurred. There are, however, minor changes to the environmental setting. As discussed below, none of these changes constitute a "substantial" or "significant" change or "new information" as expressed in section 15162, and an Addendum is the appropriate document to fulfill lead agency requirements under CEQA.*

## **The Approved 2005 Project**

### **Original Project Description from 2005 Supplement:**

*(notes in parentheses indicate changes, and project components already completed)*

#### **PROJECT DESCRIPTION**

Pumice Valley Landfill currently operates on 40 acres of land leased from the Los Angeles Department of Water and Power (LADWP). Mono County, the landfill operator, proposes to expand the property boundaries by approximately 10 acres located to the east of the current boundaries (and also acquire ownership of the property). The proposed expansion area is located on land owned by LADWP that is currently designated Open Space (OS).

The landfill site is designated Public and Quasi-Public Facilities (PF). General Plan Amendment 04-04 would redesignate the proposed expansion area from Open Space (OS) to Public and Quasi-Public Facilities (PF). *(This redesignation has occurred)*

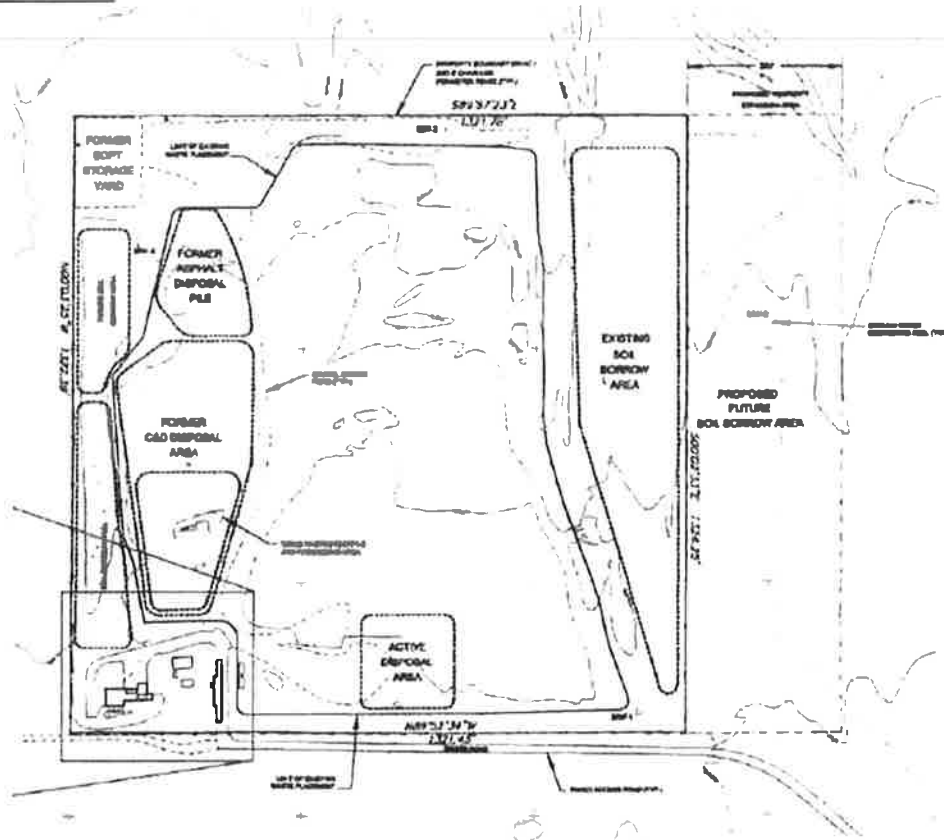
The Public and Quasi-Public Facilities (PF) land use designation permits solid waste facilities, landfills, and household hazardous waste facilities, subject to Use Permit. Use Permit Application #34-04-09 addresses the following proposed activities for the landfill: *(This Use Permit has been issued)*

1. Property expansion to the east will provide sufficient soil borrow resources to meet daily, intermediate, and final cover soil needs for the remainder of the facility's life.
2. The proposed design for the final landfill configuration consists of vertical fill over the existing waste footprint and does not propose lateral expansion beyond the limits of the existing waste footprint. The existing waste footprint encompasses approximately 23.9 *(refined to 23.6 acres)* acres of unlined disposal area. The approved 1995 closure plan includes perimeter slope heights ranging between 12 and 21 feet above surrounding grades; the proposed design includes perimeter slope heights ranging between 12 and 42 feet. The approved capacity for Pumice Valley Landfill is currently 347,112 cubic yards of waste and cover soil; the proposed design results in an estimated site capacity of 701,410 cubic yards for waste and cover soil. The proposed total airspace capacity, including in place waste, cover soil, and final cover, is 818,840 cubic yards.
3. Construction activities proposed include construction of drainage facilities and storm water retention basins during the operational life of the landfill and the installation of landfill gas vents and landfill gas monitoring wells upon facility closure to supplement the existing environmental monitoring network. *(the Landfill Gas Monitoring wells have been installed)*
4. Operational activities at the landfill include: 1) the use of state-approved alternative daily cover methods such as synthetic tarps, wood chips, and spray-applied cementitious products; 2) the implementation of an alternative frequency of cover placed in the construction and demolition waste management unit; and, 3) the collection and temporary storage of household hazardous wastes removed from customer loads as part of the load-checking program.
5. The parcel upon which Pumice Valley Landfill is located includes a separately-permitted transfer station owned by Mono County. Waste collected at the Pumice Valley Transfer Station is currently transferred to Benton Crossing Landfill for disposal while on-site disposal is limited to inert debris and construction and demolition waste. Benton Crossing Landfill is projected to reach its site capacity in late 2023. At that time, Pumice Valley Landfill may be utilized as Mono County's regional landfill. In that scenario, waste currently accepted at Benton Crossing Landfill would be diverted to Pumice Valley Landfill through 2028, including all hazardous waste and separated waste (tires, appliances, etc.). The planned use of Pumice Valley Landfill as a regional landfill is intended to account for unforeseen circumstances in the event an alternative for future waste disposal is not identified, permitted, and implemented in the time necessary.

Pumice Valley Landfill currently operates under Solid Waste Facility Permit No. 26-AA-0003, issued in July 1978. The County has applied for a revised Solid Waste Facility Permit (SWFP) that would allow for the waste disposal rates identified in the Report of Disposal Site Information (RDSI) for Pumice Valley Landfill.



## 2005 Site Plan



## 2014 Project Description

The current project is to adjust the property boundaries to a singular 50 acre parcel, to transfer ownership of the 50 acre parcel and issue an easement for the access road (Dross Road) from current property owner LADWP to the operator, Mono County.

### RECORD OF SURVEY NO. 34-98 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF MONO, STATE OF CALIFORNIA, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 26 EAST, M.D.B.M. BEING THE PUMICE VALLEY LANDFILL SITE

SHEET 3 OF 4

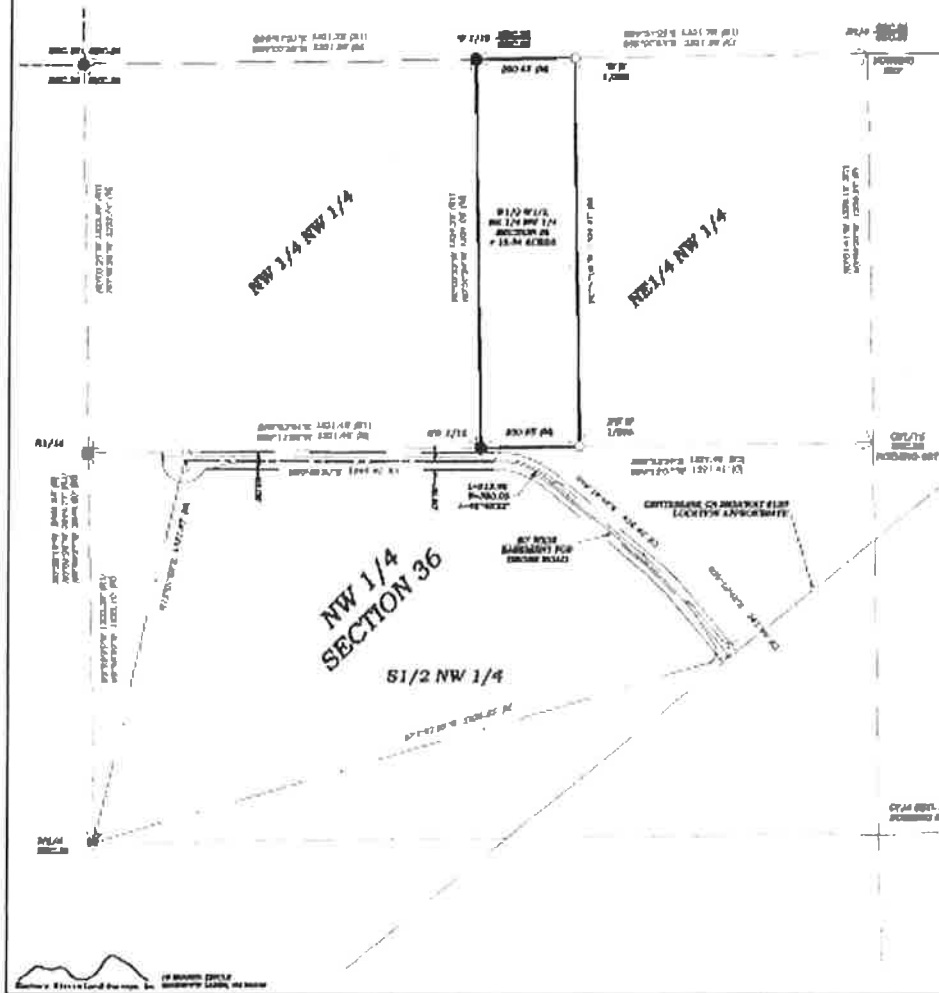
**SURVEYOR'S NOTE:**

THE POINT PLACEMENTS IN THIS SURVEY FOR CORNER MARKS AND BENCH MARKS WERE ESTABLISHED BY FIELD SURVEY ON THE BASIS OF PHOTO RECONSTRUCTION. THE LOCATIONS OF CORNERS WERE ESTABLISHED AS NEARLY AS POSSIBLE TO THE LINES OF THE PROPERTY BEING SURVEYED. THE LOCATION OF ANY CORNER MARKS NOT SHOWN ON THIS SURVEY SHOULD BE DETERMINED BY THE PROPERTY OWNER OR HIS AGENT. THE CALIFORNIA DEPARTMENT OF TECHNOLOGY HAS THE CURRENT FIELD OF ANY CORNER MARKS THAT HAVE BEEN LOST OR DESTROYED BY THE PROPERTY OWNER.



**LEGEND**

- BENCHMARK OR BENCH MARK UNLESS OTHERWISE NOTED
- POINTS OF INTEREST WITH THE PLANNED TRAIL COUNTY OR FEDERAL PROJECTS
- POINTS OF INTEREST WITH CALIFORNIA STATE PROJECTS
- POINTS OF INTEREST WITH FEDERAL PROJECTS
- POINTS OF INTEREST WITH COUNTY PROJECTS
- POINTS OF INTEREST WITH STATE PROJECTS
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BOOK \_\_\_\_\_ OF RECORD OF SURVEY MAPS AT PAGE \_\_\_\_\_

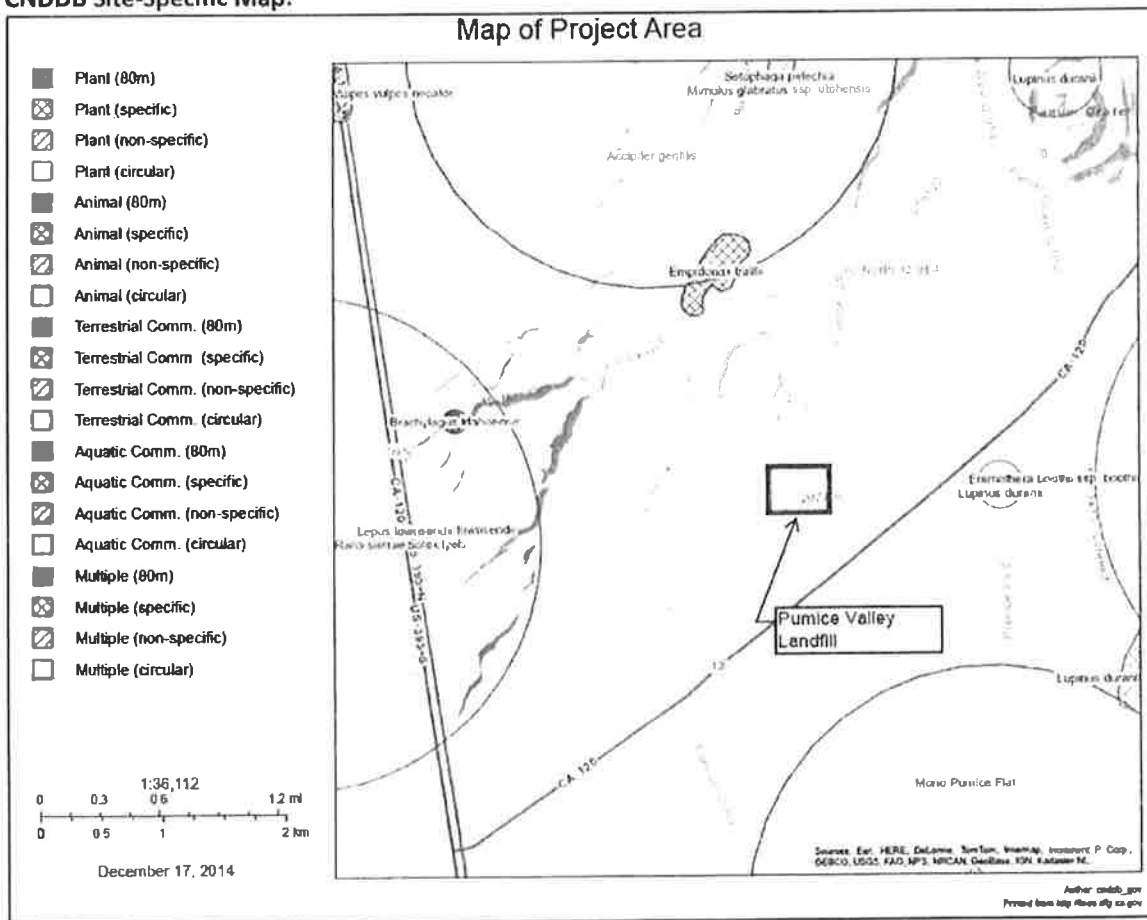
## New Information

Although the project is not expected to cause any impacts that were not analyzed in 2005, a review of current information was undertaken. An updated search of the California Natural Diversity Database was performed. It was also noted that a recent fire in the vicinity of the landfill may have affected winter habitat of sage grouse.

### Review of the California Natural Diversity Database (CNDDDB)

On December 17, 2014, a review of the CNDDDB was conducted to find whether any new occurrences of rare species had been submitted since the 2005 document.

#### CNDDDB Site-Specific Map:



The December 17<sup>th</sup> search did not indicate any additional special status species within the landfill site.

## **Environmental Analysis**

In consideration of the project and new information, review and analysis of the following issues is provided:

- 1. Change of Ownership**
- 2. Recent Fire and potential impacts**
- 3. CNDDDB Review**

### **1. Change of Ownership**

The proposed change of ownership from LADWP to Mono County does not cause a change in the physical environment. Operations at the current landfill will not change as a result of the change in ownership, nor will the change in ownership provide new entitlements, approvals, or otherwise affect the County's permitted authorities on the site. Specifically, a change in ownership of the site does not entitle the County to engage in any additional activities beyond what is currently permitted for the site. Should the County decide to pursue the 2005 project in its entirety, the County would face the same permitting requirements as it does under LADWP ownership. A change in ownership would affect the legal status of the parties and how title is held, but does not cause a change in the physical environment on the site.

The County's current operation is subject to a lease agreement with LADWP, which would be rendered null and void by this transaction. The County's operations at the site are governed by the lease, but the lease itself does not place significant restrictions on physical operations at the site that are not imposed by other permits and regulations. In the lease, the Designated Use is listed generically as "a public dump site." In the "Special Provisions" (A-E) of the lease, the County is required to comply with regulations of Lahontan Regional Water Quality Control Board, is required to maintain litter fencing, required to clean off-site debris that originates from the dump, establishes burning restrictions, and requires the County to pay for any cleanup that LADWP is forced to perform due to the improper operation of the dump site. Each of these provisions are redundant with agency regulations on the site, so the removal of the lease does not remove these obligations.

***The change in ownership will not cause a change in the physical environment. It will not change the currently permitted entitlements on the site, and therefore is considered to be non-significant in regards to environmental impacts.***

### **2. Mono Pumice Flat Fire**

There was a fire near the landfill that burned west of the Mono Craters in an area referred to as the Mono Pumice Flat. This area was represented in the 2005 document (telemetry data) as sage grouse winter range. An effort was made to obtain recent telemetry data from sage grouse in the vicinity to establish whether the fire had caused the birds to relocate closer to the landfill. The result of this effort was not definitive, because winter telemetry data was not available and therefore direct comparisons were not possible. Anecdotal observations suggest the fire did not burn the area where sage grouse had been wintering in 2005, and the fire's proximity to that winter habitat did not significantly alter their location or migratory patterns (Nelson 2011; Tebbenkamp 2011).

***There was no information found that would suggest the fire produced an environmental condition that would be impacted by a change in ownership, and therefore is considered to be non-significant in regards to the proposed project.***

#### **1. CNDDDB Review**

A review of the CNDDDB did not show any new special status species occurring within the landfill site since 2005.

***The change in ownership of the 50-acre site will not cause a physical change in the environment. The CNDDDB does not show occurrences of special status species on the site, and therefore it is believed the project will have no impact on special status species on the project site, or in the vicinity.***

### **References**

*Department of Fish and Game. California Natural Diversity Database Spotted Owl Viewer, accessed 12/17/2014.*

*Mono County. Supplement to the Mono County General Plan Land Use Amendments Final Environmental Impact Report, December 2004*

*Nelson, Steve. Department of Fish and Game Biologist, personal communication regarding sage grouse, June 2011.*

*Tebbenkamp, Joel. Graduate Research Assistant University of Idaho, Fish and Wildlife Resources, email communications regarding sage grouse, June 2011.*

# Exhibit C

## Mono County Community Development Department

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

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

December 11, 2014

Tony Dublino, Solid Waste Superintendent  
Mono County Public Works Department  
PO Box 8  
Bridgeport, CA 93517

RE: PUMICE VALLEY LANDFILL ACQUISITION

Dear Tony:

Upon review of the proposed acquisition, its purpose, location and extent, we find the proposed change in ownership of the 50 acre landfill site is consistent with the Mono County General Plan. The General Plan designation for the site is PF, Public and Quasi-Public Facilities, and this designation permits solid waste facilities, landfills, and household hazardous waste facilities subject to use permit; a use permit (CUP #34-04-09) has been issued for the existing facility and contemplated use. The proposed acquisition and public use is also consistent with General Plan policies, including applicable goals and objectives of the Land Use, Conservation/Open Space, and Hazardous Waste Management Elements.

Please give me a call at 760.924.1807 if you have any questions concerning this determination.

Sincerely,



Scott Burns  
Director

# Exhibit D

## Certificate of Acceptance

This is to certify that the interest in real property known as the "Pumice Valley Landfill" conveyed by instrument dated \_\_\_\_\_ from the Los Angeles Department of Water and Power, to the County of Mono, a political subdivision of the State of California, is hereby accepted by the undersigned officer on behalf of the Mono County Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on January 6, 2015, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff Walters, Director of Public Works



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 18, 2015

**Departments: Clerk of the Board**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Wildlife Conservation Board

**AGENDA DESCRIPTION:**

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

Correspondence dated August 3, 2015 from the Wildlife Conservation Board regarding Summers Meadow, Mono County (Project ID: 2014087) and the consideration of the acquisition of land for the preservation and enhancement of high desert wildlife habitat.

**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

[WCB Letter](#)

**History**

Time	Who	Approval
8/12/2015 8:33 AM	Clerk of the Board	Yes

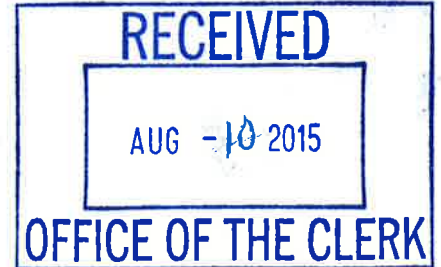




EDMUND G. BROWN JR, Governor  
NATURAL RESOURCES AGENCY  
DEPARTMENT OF FISH AND WILDLIFE  
**WILDLIFE CONSERVATION BOARD**  
Mailing Address: 1416 9<sup>th</sup> Street, Room 1266  
Sacramento, California 95814  
www.wcb.ca.gov  
(916) 445-8448  
Fax (916) 323-0280

Mono County Board of Supervisors  
P.O. Box 715  
Bridgeport, California 93517

AUG 03 2015



Dear Ladies and Gentlemen:

Summers Meadow  
Mono County  
Project ID: 2014087

The California Department of Fish and Wildlife (CDFW), through the Wildlife Conservation Board (WCB), is involved in a land acquisition program that is focused on the long-range protection and enhancement of habitat for fish and wildlife. Possible sites for acquisition are identified by the CDFW in response to public interest, legislative mandate and departmental goals.

This letter is to inform you that WCB is considering the acquisition of 2,036± acres of land for the preservation and enhancement of high desert wildlife habitat located in Mono County and identified as Assessor's Parcel Nos. 10-170-09, 10, 11, 12 and 10-180-01, 02, 04. This proposal is scheduled for the September 3, 2015, Board meeting. A copy of the preliminary agenda is enclosed for your review. A full agenda will follow within two weeks. You may view all agendas and minutes, and/or subscribe to receive them via email, on our website at [www.wcb.ca.gov](http://www.wcb.ca.gov).

If you have any questions about this proposal or need additional information, please feel free to contact me at (916) 445-0137.

Sincerely,

John P. Donnelly  
Executive Director

Enclosure

cc: The Honorable Tom Berryhill  
Member of the Senate  
State Capitol, Room 3076  
Sacramento, California 95814

The Honorable Frank Bigelow  
Member of the Assembly  
P.O. Box 942849, Room 6027  
Sacramento, California 94249-0005

Leslie MacNair, Regional Manager  
CDFW - Inland Deserts Region

DEPARTMENT OF FISH AND WILDLIFE

**WILDLIFE CONSERVATION BOARD**

1416 9<sup>TH</sup> STREET, ROOM 1266  
SACRAMENTO, CALIFORNIA 95814  
(916) 445-8448  
FAX (916) 323-0280  
[www.wcb.ca.gov](http://www.wcb.ca.gov)

**NOTICE OF MEETING**

**WILDLIFE CONSERVATION BOARD**

September 3, 2015

10:00 AM

1/ Natural Resources Auditorium  
Sacramento, California 95814

**PRELIMINARY AGENDA ITEMS**

**ITEM NO.**

1. Roll Call
2. Funding Status - Informational
3. Proposed Consent Calendar (Items 4 - 22)
- \*4. Approval of Minutes – May 21, 2015, June 30, 2015,  
and July 23, 2015
- \*5. Recovery of Funds

\* Proposed Consent Calendar

1/ These facilities are accessible to persons with disabilities; more information on page xii.

- \*6. Mouth of Cottonwood Creek Expansion (Manner) \$350,000.00  
Shasta County

To consider the acquisition in fee of 13± acres of land by the California Department of Fish and Wildlife as an addition to the Mouth of Cottonwood Creek Wildlife Area to provide additional access for wildlife oriented public opportunities located near Cottonwood, in Shasta County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of land for the development of public access facilities for hunting, fishing and other wildlife compatible recreational activities. [California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

- \*7. Epperson Place Ranch Conservation Easement \$403,000.00  
Colusa County

To consider the allocation for a grant to the California Rangeland Trust for a cooperative project with the Natural Resources Conservation Service to assist with the acquisition of a conservation easement over 1,547± acres of land to protect and sustain the rangeland, grazing land, grassland, working landscapes, wildlife habitat, and watersheds near Bear Valley in Colusa County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat, including native oak woodlands, to protect deer and mountain lions. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(a)]

- \*8. Keegan Ranch Conservation Easement \$328,500.00  
Colusa County

To consider the allocation for a grant to the California Rangeland Trust for a cooperative project with the Natural Resources Conservation Service to assist with the acquisition of a conservation easement over 2,507± acres of land to protect and sustain the rangeland, grazing land, grassland, working landscapes, wildlife habitat, and watersheds near Bear Valley in Colusa County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat, including native oak woodlands, to protect deer and mountain lions. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(a)]

- \*9. Yolo County HCP/NCCP Development, Phase III \$462,500.00  
Yolo County

To consider the allocation for a grant to Yolo Habitat Conservancy to finalize an Environmental Impact Report/Environmental Impact Statement for a Habitat Conservation Plan/Natural Community Conservation Plan covering the entire County of Yolo. The purposes of this project are consistent with the authorized

uses of the proposed funding source, which allows for grants that implement or assist in the establishment of NCCPs. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(c) (SB8)]

- \*10. McCune and Cronin Habitat Enhancement \$325,000.00  
Solano County

To consider the allocation for a grant to the Solano Resource Conservation District, for a cooperative project with the Landowners, the U.S. Natural Resources Conservation Service, U.S. Fish and Wildlife Service, and the Center for Land-based Learning, to enhance 21± acres of riparian habitat on two privately owned properties, one located approximately five miles north of Rio Vista, and the second approximately four miles southeast of Winters, in Solano County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for projects to assist farmers in integrating agricultural activities with ecosystem restoration and wildlife protection. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(d)(4)]

- \*11. Maxwell Conservation Easement Transfer \$0.00  
Fresno County

To consider the acceptance of a conservation easement over 15± acres of land, held for mitigation purposes by the Sierra Foothill Conservancy, to the California Department of Fish and Wildlife for the continued protection of habitat and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property, located in the city of Auberry in Fresno County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition and protection of habitat to protect rare, endangered, threatened or fully protected species.

- \*12. San Joaquin River Parkway, Spano River Ranch, \$550,000.00  
Habitat Enhancement  
Fresno County

To consider the allocation for a grant to the San Joaquin River Parkway and Conservation Trust for a cooperative project with the San Joaquin River Conservancy (SJRC) to restore and enhance 51± acres of upland, riparian, and wetland habitats on the SJRC's Spano River Ranch property, located one mile downstream of the State Route 41 bridge within the City of Fresno in the County of Fresno. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for river parkway projects identified by the San Joaquin River Conservancy. [Safe Drinking Water, Water

Quality and Supply, Flood Control, River and Coastal Protection  
Fund of 2006 (Proposition 84), Public Resources Code Section 75050(f)]

- \*13. Southern Sierra Nevada Mountains, Cummings \$210,000.00  
Kern County

To consider the allocation for a grant to The Nature Conservancy for a cooperative project with the California Department of Corrections and Rehabilitation to acquire a conservation easement over 1,019± acres of land for the protection of native oak woodlands and rolling grasslands and to support habitat linkages and corridors between existing protected lands, located 25 miles southeast of Bakersfield and eleven miles northwest of the city center of Tehachapi in Kern County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat, including native oak woodlands, to protect deer and mountain lions. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(a)]

- \*14. Puma Canyon, Expansion 6 \$66,000.00  
San Bernardino County

To consider the allocation for a grant to the Transition Habitat Conservancy to acquire 6± acres of land, to conserve lower montane chaparral and woodland habitat for the benefit of deer, mountain lion and other wildlife species, located in Puma Canyon on the lower northern slopes of the San Bernardino Mountains, near the community of Pinon Hills in San Bernardino County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition and protection of habitat to protect deer and mountain lions. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(a)]

- \*15. Shay Meadows Conservation Area \$56,650.00  
Expansion 2 (Whitcher)  
San Bernardino County

To consider the allocation of a grant to the San Bernardino Mountains Land Trust (SBMLT) and the acceptance of a U.S. Fish and Wildlife Service Recovery Land Acquisition Grant and the approval to subgrant these federal funds to the SBMLT to acquire in fee 5± acres of land for the protection and preservation of wet meadow and seasonal pond habitat supporting State and federally listed species, located near the community of Big Bear City, east of Big Bear Lake in San Bernardino County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection of habitats that are critical to the sustainability of threatened or endangered species. [Habitat Conservation Fund (Proposition 117), Fish and

Game Code Section 2786(b/c)]

- \*16. Shay Meadows Conservation Area Expansion 3 (Smith) \$28,925.00  
San Bernardino County

To consider the allocation of a grant to the San Bernardino Mountains Land Trust (SBMLT) and the acceptance of a U.S. Fish and Wildlife Service Recovery Land Acquisition Grant and the approval to subgrant these federal funds to the SBMLT to acquire in fee 3± acres of land for the protection and preservation of wet meadow and seasonal pond habitat supporting State and federally listed species, located near the community of Big Bear City, east of Big Bear Lake in San Bernardino County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection of habitats that are critical to the sustainability of threatened or endangered species. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)]

- \*17. SR-91 Wildlife Underpass Design \$400,000.00  
Riverside County

To consider the allocation for a grant to California Department of Transportation (Caltrans) for a cooperative project with the Department of Fish and Wildlife to complete the design work for the replacement of an existing box tunnel with a bridge to facilitate wildlife crossing at a Caltrans Right of Way on SR-91, located approximately 0.7 miles west of the Green River Road Interchange in the City of Corona in Riverside County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the development, rehabilitation, restoration, acquisition and protection of habitat that accomplishes one or more of the following objectives: promotes recovery of threatened and endangered species, protects habitat corridors, protects significant natural landscapes and ecosystems, or implements the recommendations of the California Comprehensive Wildlife Strategy. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(b)]

- \*18. Western Riverside MSHCP (2012) - Dyer/Wynn \$128,200.00  
Riverside County

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Plan Land Acquisition grant and the approval to subgrant these federal funds to the Western Riverside County Regional Conservation Authority (Authority), as well as to consider a Wildlife Conservation Board grant to the Authority, to acquire in fee 20± acres of land in western Riverside County located near the city of Lake Elsinore in Riverside County. The purposes of this

project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species; and which allows for the acquisition of habitat on which unique species or natural communities exist. [Habitat Conservation Fund (Proposition 117) Fish and Game Code Section 2786(b/c)]

- \*19. Western Riverside MSHCP (2012) - McCormick \$68,000.00  
Riverside County

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Plan Land Acquisition grant and the approval to subgrant these federal funds to the Western Riverside County Regional Conservation Authority (Authority), as well as to consider a Wildlife Conservation Board grant to the Authority, to acquire in fee 5± acres of land in western Riverside County located near Murrieta in Riverside County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species; and which allows for the acquisition of habitat on which unique species or natural communities exist. [Habitat Conservation Fund (Proposition 117) Fish and Game Code Section 2786(b/c)]

- \*20. Hollenbeck Canyon Wildlife Area Expansion 5 \$390,551.00  
San Diego County

To consider the acquisition in fee of 391± acres of land by the California Department of Fish and Wildlife CDFW for a cooperative project with San Diego Association of Governments, for the protection of core wildlife linkages and habitat that supports key populations of the endangered quino checkerspot butterfly as an expansion to the Hollenbeck Wildlife Area located near the community of Jamul approximately 20 miles east of downtown San Diego. The purposes of this project are consistent with the proposed funding source that allows for the acquisition of habitat to protect rare, endangered, threatened and fully protected species. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)]

- \*21. Lucky 5 Ranch, Phase II \$510,000.00  
San Diego County

To consider the allocation for a grant to Anza-Borrego Foundation for a cooperative project with the San Diego Association of Governments, The Nature Conservancy, and the Resources Legacy Fund to acquire in fee 1,129± acres of land for the protection of habitat that supports endangered species, promotes the preservation of habitat linkages and corridors between existing protected lands, and offers the potential to provide for wildlife oriented public use opportunities, located near the community of Cuyamaca in San Diego County. The purposes of this project are consistent with the authorized uses of

the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)]

- \*22. Sycuan Peak Ecological Reserve, Expansion 5 \$77,650.00  
San Diego County

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Plan Land Acquisition grant to assist with the acquisition in fee of 77± acres of land by the California Department of Fish and Wildlife for the protection of core areas of habitat to support threatened and endangered species and to secure key regional wildlife linkages all consistent with an existing Multiple Species Conservation Plan, a joint Habitat Conservation Plan and Natural Community Conservation Plan, located near the City of El Cajon in San Diego County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species; and which allows for the acquisition of habitat on which unique species or natural communities naturally exist. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)]

23. Pine Creek Linkages (Rose Ranch) \$1,547,000.00  
Tehama County

To consider an allocation for a grant to the Northern California Regional Land Trust for a cooperative project with the Natural Resources Conservation Service to acquire a conservation easement over 5,545± acres to provide protection for deer, mountain lion, and oak habitats north of the town of Chico in Tehama County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition and protection of habitat to protect deer and mountain lions. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(a)]

24. Upper Butte Basin Wildlife Area \$2,640,000.00  
Cherokee Farms, Exp. 7  
Butte County

To consider the acquisition in fee of 255± acres of land by the Department of Fish and Wildlife, as an expansion to the Upper Butte Basin Wildlife Area (UBBWA) supporting wetland habitat. The property will provide habitat for waterfowl, shorebirds and riparian songbirds and will contribute to the public use and other management objectives of the UBBWA including water management. The property is located near Biggs in Butte County. The purposes of this project are consistent with the proposed funding sources that allow for the acquisition of habitat to protect rare, endangered, threatened or fully protected species and to also acquire wetlands to protect or enhance a



flood protection corridor or bypass in the Central Valley. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c) (Proposition 1E); Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(d)(IWCP) (Proposition 1E), Inland Wetlands Conservation Program]

25. Brush Creek Conservation Easement (Miller Trust), \$1,676,000.00  
Mendocino County

To consider the allocation of a grant to the Mendocino Land Trust to acquire a conservation easement over 2,018± acres of land for the conservation and protection of managed forest lands and forest reserve areas that include Douglas fir, old growth redwood, riparian corridors, coastal watersheds and riverine habitats, and support salmonids and other rare wildlife species, located east of Point Arena, in Mendocino County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for forest conservation and protection projects in order to promote the ecological integrity and economic stability of California's diverse native forests through forest conservation, preservation and restoration of productive managed forest lands, forest reserve areas, redwood forests and other forest types, including the conservation of water resources and natural habitats for native fish, wildlife and plants found on these lands. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(a)]

26. Ten Mile River - Parker Ranch, \$3,470,000.00  
Forest Conservation Program  
Mendocino County

To consider the allocation for a grant to The Nature Conservancy for a cooperative project with the State Coastal Conservancy to acquire a conservation easement on 2,554± acres of native forest habitats, including redwood, Douglas fir and Grand fir forest in the upland zones, and mature red alder forest within the riparian zone along the Ten Mile River located near Fort Bragg in Mendocino County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for forest conservation and protection projects in order to promote the ecological integrity and economic stability of California's diverse native forests through forest conservation, preservation and restoration of productive managed forest lands, forest reserve areas, redwood forests and other forest types, including the conservation of water resources and natural habitats for native fish, wildlife and plants found on these lands. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(a)]

27. Feather River Wildlife Area, Riparian Habitat Restoration \$620,000.00  
Abbott Lake Unit, Augmentation  
Sutter County

To consider the allocation for an augmentation to an existing grant to River Partners for a partnership project with the Department of Fish and Wildlife to restore approximately 150± acres of riparian habitat and enhance remnant riparian forest habitat on the Abbott Lake Unit of the Feather River Wildlife Area, located approximately seven miles south of Yuba City on the west bank of the Feather River in Sutter County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the development, rehabilitation, restoration, acquisition and protection of habitat that promotes recovery of threatened and endangered species and protects significant natural landscapes and ecosystems. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(b)]

28. Blue-Ridge Berryessa CAPP, Smittle Creek \$1,420,000.00  
Napa County

To consider the allocation of a grant to the Napa County Regional Park and Open Space District to acquire 443± acres of land for the protection and preservation of deer, mountain lion, and oak woodland habitat and existing regional wildlife linkages, located west of Lake Berryessa in Napa County. The purposes of this project are consistent with the proposed funding sources, which allows for the acquisition and protection of habitat to protect deer and mountain lions and also prevent habitat fragmentation, and to protect significant natural landscapes and ecosystems and other significant habitat areas. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(a) and the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

29. Summers Meadow \$1,345,000.00  
Mono County

To consider the acquisition in fee for a cooperative project with the Natural Resources Conservation Service to acquire in fee 2,036± acres of rangeland including wet meadow, chaparral and sagebrush scrub habitat areas supporting deer, mountain lion, Sierra Nevada bighorn sheep and the greater sage grouse, located near the community of Bridgeport in Mono County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition and protection of habitat to protect rare, endangered, threatened or fully protected species. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)]

30. Santa Cruz Mountains Linkages, Coyote Ridge (NCCP), \$2,710,000.00  
Santa Clara County

To consider the allocation for a tax credit to United Technologies Corporation for a cooperative project with Santa Clara Open Space Authority, US Fish and Wildlife Services, Bureau of Reclamation, California State Parks, California Coastal Conservancy, the Resources Legacy Fund, and the Gordon and Betty Moore Foundation to acquire 1,831± acres of land for the protection of threatened and endangered species, provide movement corridors and connectivity, and provide wildlife oriented public use opportunities, located near Morgan Hill in Santa Clara County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition and protection of habitat that implements or assists in the establishment of Natural Community Conservation Plans. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(c)]

31. San Joaquin River Parkway, \$850,000.00  
San Joaquin Hatchery Public Access and Trail,  
Augmentation II  
Fresno County

To consider the allocation for an augmentation to an existing grant to the California Department of Water Resources to improve public fishing access and enhance riparian habitat on the San Joaquin River and to improve recreational access to the California Department of Fish and Wildlife's San Joaquin Fish Hatchery (Hatchery) within the San Joaquin River Parkway, located on the south bank of the San Joaquin River about one quarter mile downstream of the Road 206 bridge in the town of Friant in Fresno County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for river parkway projects identified by the San Joaquin River Conservancy. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75050(f)]

32. Carmel River, San Clemente Dam Removal, \$1,000,000.00  
Augmentation  
Monterey County

To consider the allocation for an amendment to an existing grant to the State Coastal Conservancy for a cooperative project with California American Water (CAW), the California Department of Fish and Game, the California Natural Resources Agency, the Open River Initiative, the Innovative Readiness Training Program, the Coastal Impact Assistance Program and private foundations to remove the San Clemente Dam and reroute a half-mile portion of the Carmel River, located approximately 18 miles from the Pacific Ocean on CAW property

in Monterey County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition, development, rehabilitation, restoration and protection of habitat to promote the recovery of rare and endangered species, and to provide wildlife corridors and significant natural landscapes, ecosystems and habitat areas. [California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Fund (Proposition 40), Section 5096.650(a)]

33. Elkhorn Slough Tidal Marsh Restoration \$980,000.00  
Monterey County

To consider the allocation for a grant to the Elkhorn Slough Foundation for a cooperative project with California Department of Fish and Wildlife (CDFW), California State Coastal Conservancy, California Department of Water Resources, U.S. Fish and Wildlife Service, and Santa Cruz County Public Works, to restore 46± acres of tidal marsh and five acres of perennial grasses, on CDFW's Elkhorn Slough National Marine Estuarine Research Reserve, located two miles east of Moss Landing in Monterey County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, enhancement or restoration of wetlands outside the Central Valley. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(d), Wetlands Outside the Central Valley]

34. Cienega Springs \$7,545,000.00  
Ventura County

To consider the acquisition in fee of 282± acres of land by the California Department of Fish and Wildlife (CDFW) and to accept settlement funds from the U.S. Department of the Interior Natural Resource Damage Assessment and Restoration Fund for the protection of threatened and endangered species, riparian and floodplain habitat along the Santa Clara River and to provide wildlife oriented public use opportunities associated with CDFW's Filmore Fish Hatchery located near Filmore in Ventura County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species to protect or enhance a flood protection corridor or bypass. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c) (Proposition 1E)]

35. Malibu Creek Rindge Dam Removal, Planning \$610,000.00  
Los Angeles County

To consider the allocation for a grant to the California Department of Parks and Recreation for a cooperative project with the United States Army Corp of Engineers, State Coastal Conservancy/Santa Monica Bay Restoration Commission, California Department of Parks and Recreation, Los Angeles

County, California Department of Fish and Wildlife, Regional Water Quality Control Board, and Mountains Restoration Trust to complete the combined Feasibility Study and Environmental Impact Report/Environmental Impact Statement for the removal of the Rindge Dam, located two miles north of City of Malibu in Los Angeles County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, protection and restoration of coastal watersheds and adjacent lands in Los Angeles, Ventura or Santa Barbara Counties. [Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (Proposition 50), Water Code Section 79572(a)] and Water Code Section 79572(b)]

36. Buena Vista Ecological Reserve (MacHutchin) \$1,360,000.00  
San Diego County

To consider the allocation for a grant to The Buena Vista Audubon Society to acquire in fee 4± acres of coastal wetlands located near Oceanside in San Diego County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, protection and restoration of coastal wetlands identified in the Southern California Coastal Wetlands Inventory, located within the coastal zone, other wetlands connected and proximate to such coastal wetlands and upland areas adjacent and proximate to such coastal wetlands. [Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (Proposition 50), Water Code Section 79572(a)]

#### PERSONS WITH DISABILITES

Persons with disabilities needing reasonable accommodation to participate in public meetings or other CDFW activities are invited to contact the Department's Reasonable Accommodation Coordinator Melissa Carlin at (916) 651-1214 or [Melissa.Carlin@wildlife.ca.gov](mailto:Melissa.Carlin@wildlife.ca.gov). Reasonable Accommodation requests for facility and/or meeting accessibility should be received by August 13, 2015. Requests for American Sign Language Interpreters should be submitted at least two weeks prior to the event, and requests for Real-Time Captioners at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met. If a request for an accommodation has been submitted but is no longer needed, please contact the Reasonable Accommodation Coordinator immediately.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 18, 2015

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Los Angeles Times Article on State Road Funds

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Correspondence forwarded by Supervisor Johnston regarding an article in the LA Times on Road Funding Shortfalls at the State level.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL: /**

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download

[LA Times article](#)

**History**

Time	Who	Approval
8/12/2015 8:30 AM	Clerk of the Board	Yes

## Shannon Kendall

---

**To:** Larry Johnston  
**Subject:** RE: Transportation articles

Dear CSAC Board,

As you may know, CSAC, the League of CA Cities, CA Alliance for Jobs, CalChamber, Cal Business Roundtable, State Building and Construction Trades Council and many others have joined in a coalition to address the serious funding shortfall that has resulted in the woeful condition of our local streets, roads and bridges. The leaders of the coalition held a press conference today in Sacramento and we will be forwarding the articles as they roll out. The first is from the LA Times and is hyperlinked here: <http://www.latimes.com/local/political/la-me-pc-california-road-repairs-finances-20150810-story.html>

Also, please follow us on Twitter and retweet, favorite, etc. – we are making the same points there. Finally, our lead advocate in the area, Kiana Buss, may be reaching out to seek your support as we communicate to members of the legislature representing your counties.

As always, thanks very much for your support – it's vital!

Matt

**Matt Cate**  
Executive Director  
California State Association of Counties  
1100 K Street, Ste. 101  
Sacramento, CA 95814  
(916) 327-7500 x506  
(916) 321-5047 - Fax  
[mcate@counties.org](mailto:mcate@counties.org)  
[www.csac.counties.org](http://www.csac.counties.org)

## PolitiCal

News and analysis on California politics

# With road repairs on California's to do list, local officials push for new funds

By CHRIS MEGERIAN

AUGUST 10, 2015, 6:43 PM | REPORTING FROM SACRAMENTO

**C**alifornia cities and counties on Monday demanded a cut of any new revenue generated by the state for road maintenance.

In preparation for a special legislative session on transportation, state lawmakers have proposed various tax and fee hikes to help produce \$6 billion a year to pay for highway and bridge maintenance.

On Monday, local government officials, along with allies in labor and business, outlined a plan by which the state, cities and counties could share that revenue.

“I don’t think the people of California would be satisfied with a gleaming, beautiful state highway system, with broken [local] streets and roads that they can’t live with,” said Matt Cate, executive director of the California State Assn. of Counties.

Gov. Jerry Brown called the special session to focus attention on problems with California roads, and lawmakers are expected to continue working on the issue when they return from their summer recess next week.

Administration officials estimate that \$59 billion is needed for state roads. An additional \$78 billion is required for cities and counties, according to local officials.

The plan outlined by local leaders includes many ideas already suggested by Democratic lawmakers, such as raising the gas tax and boosting vehicle registration and license fees. It also incorporates a Republican proposal to use some revenue from the cap-and-trade program that imposes fines on polluters.

Jim Earp, executive consultant at the California Alliance for Jobs, which represents construction workers and companies, said he hoped a deal could be struck in coming months.

“There’s a lot more traction around this issue than we’ve seen in many years,” he said.

**Follow @chrismegerian for more updates from Sacramento.**

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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 18, 2015

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** BLM Regarding Proposed  
Sagebrush Habit Restoration

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Correspondence dated July 31, 2015 from the Bureau of Land Management regarding site specific planning that is occurring for two proposed sagebrush habitat restoration treatments in the Bodie Hills near Bridgeport, CA.

\*\*\*\*\*

**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

[BLM](#)

History

Time

Who

Approval





**United States Department of the Interior  
BUREAU OF LAND MANAGEMENT**

Bishop Field Office  
351 Pacu Lane Suite 100  
Bishop, California 93514  
[www.blm.gov/ca/bishop](http://www.blm.gov/ca/bishop)

July 31, 2015



Dear Interested Party,

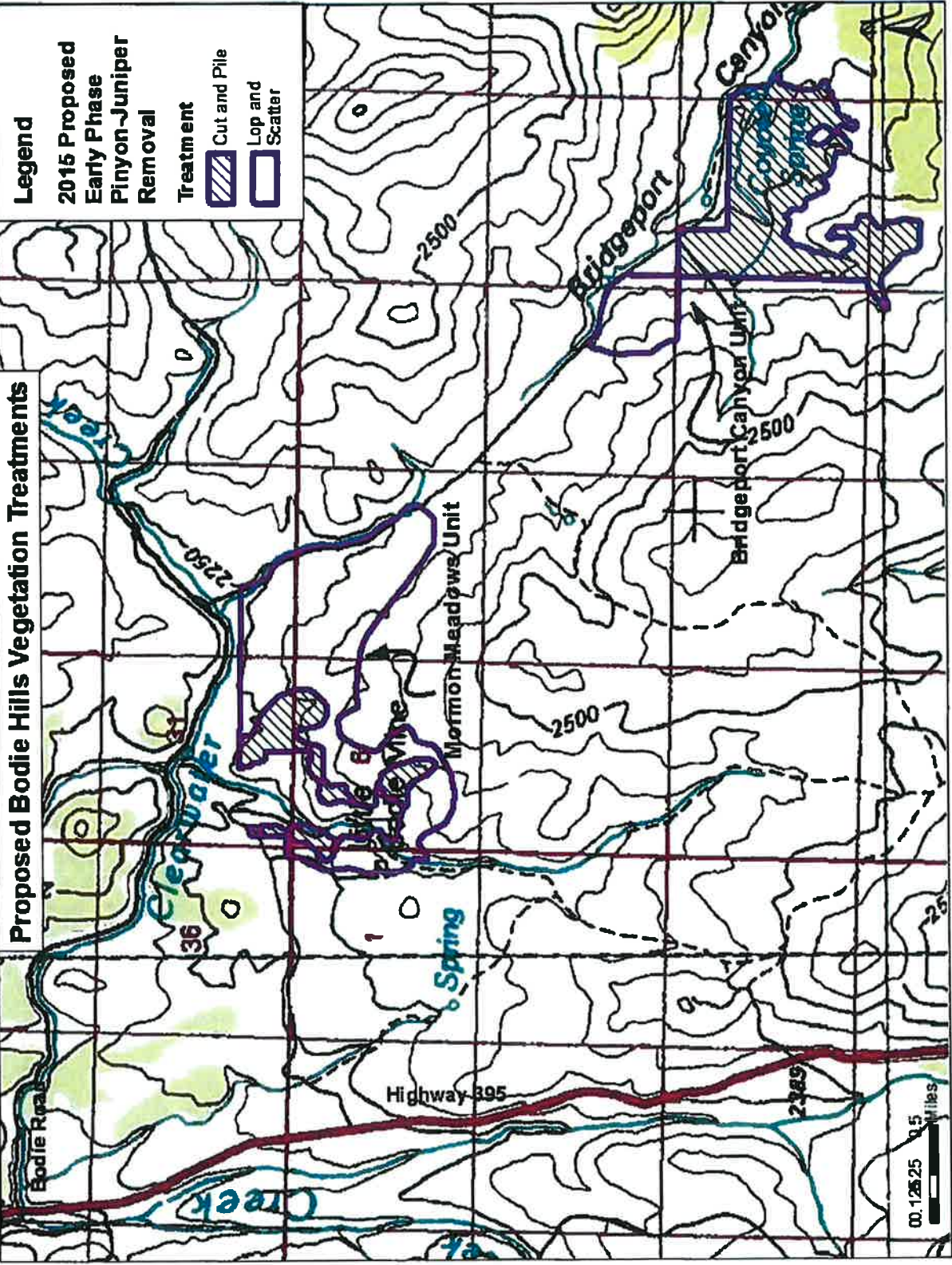
The Bureau of Land Management (BLM) Bishop Field Office is currently conducting site-specific planning for two proposed sagebrush habitat restoration treatments in the Bodie Hills near Bridgeport, California. The two areas being considered for restoration are characterized by a mosaic of montane sagebrush steppe and low sagebrush habitats that are in the early stages of conifer encroachment. These areas include scattered, low density pinyon and juniper trees that are expanding into high priority habitat for greater sage-grouse and other sagebrush dependent species. Trees would be cut with hand tools or chainsaws. The cut material would be lopped and scattered where the trees are small and sparse or piled and burned in areas with more tree cover (see attached map). The BLM will be reviewing these proposed habitat restoration treatments as part of the Bodie Hills Upland Vegetation Restoration Project which was approved on March 31, 2015.

All interested public are invited to join us on Wednesday, August 12, 2015, for a field trip to view the proposed habitat restoration areas and discuss the proposed habitat restoration treatments. The group will meet at the Bridgeport Ranger Station, located on U.S. Highway 395 just south of Bridgeport, at 9:00 am. The BLM will provide several multi-passenger vehicles for the trip. Any private vehicles going along should be capable of driving on unimproved dirt roads. All participants should come prepared for a day outside. Please contact Heather Stone at 760-873-2561 or [hstone@blm.gov](mailto:hstone@blm.gov) with questions or to RSVP if you plan to attend.

Sincerely,

Steven Nelson  
Bishop Field Manager

# Proposed Bodie Hills Vegetation Treatments



**Legend**  
2015 Proposed  
Early Phase  
Pinyon-Juniper  
Removal

**Treatment**  
Cut and Pile  
Lop and Scatter

0.125 0.25 0.5 Miles



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 18, 2015

**Departments: Clerk of the Board of Supervisors**

<b>TIME REQUIRED</b>	20 minutes (10 minute presentation; 10 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Cody Naylor
<b>SUBJECT</b>	Discussion Regarding California Public Utilities Commission		

**AGENDA DESCRIPTION:**

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

Cody Naylor from the California Public Utilities Commission will introduce himself to the Board of Supervisors, describe the work of the CPUC, and answer questions from the Supervisors about how the CPUC can be helpful to Mono County.

**RECOMMENDED ACTION:**

None - informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Bob Musil

**PHONE/EMAIL:** 760-932-5538 / bmusil@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](#)

No Attachments Available

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/12/2015 10:10 AM	County Administrative Office	Yes
8/12/2015 10:33 AM	County Counsel	Yes
8/5/2015 1:15 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 18, 2015

**Departments: Finance/CAO**

<b>TIME REQUIRED</b>	PUBLIC HEARING: 9:30 A.M. / 4 Hours (30 minute presentation; 3.5 hour discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Leslie Chapman
<b>SUBJECT</b>	Budget Hearings		

**AGENDA DESCRIPTION:**

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

Public hearing followed by proposed resolution R15-\_\_\_\_\_, A Resolution of the Mono County Board of Supervisors Adopting the Final Mono County Budget for Fiscal Year 2015-2016. To view the budget document, please visit the following link: <http://monocounty.ca.gov/auditor/page/2015-16-proposed-budget>

**BOARD INTENDS TO HEAR POLICY ITEMS AT 2:00 P.M.**

**RECOMMENDED ACTION:**

Conduct public hearing. Consider and potentially adopt proposed resolution R15-\_\_\_\_\_, A Resolution of the Mono County Board of Supervisors Adopting the Final Mono County Budget for Fiscal Year 2015-2016. Provide any desired direction to staff.

**FISCAL IMPACT:**

CAO Recommended budget includes \$67,030,460 in expenditures, \$62,846,364 in revenues and relies on \$4,184,096 in carryover fund balance. The General Fund component includes \$35,759,730 in expenditures, \$33,908,262 in revenue and relies on \$1,851,468 in carryover fund balance. Department Requested budget includes \$67,700,363 in expenditures, \$62,860,877 in revenues and relies on \$4,839,486 in carryover fund balance. The General Fund component includes \$36,260,133 in expenditures, \$33,915,775 in revenue and relies on \$2,344,358 in carryover fund balance. There is not sufficient projected carryover fund balance to adopt this version of the budget.

**CONTACT NAME:** Leslie Chapman

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

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

**SEND COPIES TO:**  
Leslie Chapman

**MINUTE ORDER REQUESTED:**


YES  NO

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## ATTACHMENTS:

Click to download

 [Budget Letter](#)

 [Resolution - 2015-16 Budget Adoption](#)

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### History

Time	Who	Approval
8/12/2015 10:10 AM	County Administrative Office	Yes
8/12/2015 10:32 AM	County Counsel	Yes
8/12/2015 9:53 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  
Bridgeport, California 93517  
(760) 932-5480  
Fax (760) 932-5481

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

August 7, 2015

TO: Honorable Mono County Board of Supervisors  
FROM: Leslie L. Chapman, CPA, Finance Director

RE: Fiscal Year 2015-2016 CAO Recommended Budget

Mono County's economic picture appears to be slowly improving in spite of costs that continue to increase: and this budget gives rise to a feeling of cautious optimism. While we still struggle to make ends meet, the budget is balanced with a combination of increasing revenue projections from an improved economy, maintaining conservative expenditure requests and a carryover fund balance that is more than expected.

The CAO Recommended Budget for fiscal year 2015-2016 is balanced (as required by law). It totals \$67,030,460 in expenditures and \$62,846,364 in revenues. The General Fund portion of the CAO Recommended budget is \$35,759,730 in expenditures and \$33,908,262 in revenues and it relies on \$1,851,468 in carryover fund balance. The CAO Recommended Budget does not include policy items.

In contrast to the CAO Recommended Budget, the Department Requested Budget seeks \$67,700,363 in expenditures and \$62,860,877 in revenues, with a General Fund component of \$36,260,133 in expenditures and \$33,915,775 in revenues. The Department Requested budget results in a General Fund deficit of \$2,344,358 which is \$492,890 more than the General Fund Balance that was relied on to balance the CAO Recommended Budget. When the Finance Director certifies Fund Balance during the budget hearings on August 18<sup>th</sup>, carryover fund balance will most likely come in between the two; leaving your board the opportunity to allocate funding to policy items or other unmet needs.

	Department Requested Budget			CAO Recommended Budget		
	Expense	Revenue	Shortfall	Expense	Revenue	Shortfall
<b>General Fund</b>	\$ 36,260,133	\$ 33,915,775	\$ (2,344,358)	\$ 35,759,730	\$ 33,908,262	\$ (1,851,468)
<b>Non-General Fund</b>	\$ 31,440,230	\$ 28,945,102	\$ (2,495,128)	\$ 31,270,730	\$ 28,938,102	\$ (2,332,628)
<b>All Funds</b>	\$ 67,700,363	\$ 62,860,877	\$ (4,839,486)	\$ 67,030,460	\$ 62,846,364	\$ (4,184,096)

The Fiscal Year 2014-15 CAO Recommended Budget is sufficient to:

- Provide core services and programs while avoiding significant reductions to other programs and services
- Avoid additional impact to staff, including layoffs
- Provide funding to purchase a CARB compliant water truck
- Fund the gap caused by a reduction in Highway User Tax funding for roads
- Continue funding the County Emergency Medical Services without decreasing service levels
- Maintain Mono County's commitment to the Senior Services Program
- Meet Mono County's administrative policy to budget 1% of general fund expenses for contingencies
- Provide funding to reorganize Bridgeport office space to conserve energy and save money

It is also important to recognize that this budget leaves many County needs unmet, and others only partially fulfilled. Therefore, we acknowledge that this budget does not:

- Provide additional funding for CARB compliance
- Restore County Reserves to the policy minimum that was compromised by using reserves for unreimbursed losses from the Round Fire
- Allocate enough resources in the Road Department for an El Niño winter
- Provide resources to increase economic development programs
- Set aside funds in anticipation of County staff's salaries being restored after two years of furloughs

Preparing the budget is a long and sometimes difficult process where many tough decisions must be made. Submitting a balanced County budget cannot be accomplished without the support, cooperation, and understanding of all County departments and certainly without the untiring and dedicated work of the Finance Department and CAO staff. We offer our sincerest thanks to all of you.

On behalf of Lynda Salcido, Interim County Administrative Officer, this 2015-16 CAO Recommended Budget is respectfully submitted.

---

Leslie L. Chapman, CPA  
Mono County Finance Director



1  
2  
3                                   **RESOLUTION NO. R15-\_\_\_\_\_**  
4                                   **BOARD OF SUPERVISORS, COUNTY OF MONO**  
5

6                   **A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ADOPTING THE**  
7                   **FINAL MONO COUNTY BUDGET FOR FISCAL YEAR 2015-2016**  
8  
9

10                   **WHEREAS**, the final Mono County budget for fiscal year 2015-2016 (the “budget”) has been  
11 prepared under direction of the County Administrative Officer after consultation with the Finance  
12 Director, department heads, officers and certain employees; and

13                   **WHEREAS**, the budget has been prepared in the form and manner required by laws; and

14                   **WHEREAS**, budget hearings of the Board of Supervisors have been noticed and held; and

15                   **WHEREAS**, the final budget is attached hereto and incorporated into this resolution by this  
16 reference pursuant to Government Code Section 29090.

17                   **NOW, THEREFORE BE IT RESOLVED AND ORDERED** by the Mono County Board of  
18 Supervisors as follows:

- 19                   1.     The budget incorporated by reference meets the requirements of Government Code  
20                   Section 29000 et. Seq.
- 21                   2.     Pursuant to Government Code Section 29091, the several amounts of proposed  
22                   financing uses specified in the budget are hereby appropriated at the object level except  
23                   fixed assets, which are appropriated at the sub-object level pursuant to Government  
24                   Code Section 29008.
- 25                   3.     The budget is hereby adopted as the Mono County Final Budget for Fiscal Year 2015-  
26                   2016.

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4. A copy of this Resolution, together with the attached budget, shall be filed forthwith by the Finance Director in the Office of the Clerk of the Board of Supervisors and in the Office of the Controller of the State of California.

**APPROVED AND ADOPTED** this 19<sup>th</sup> day of August, 2015, by the following vote of said

Board:

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

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

ATTEST:  
BOB MUSIL  
CLERK OF THE BOARD

APPROVED AS TO FORM

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**MARSHALL RUDOLPH  
COUNTY COUNSEL**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 18, 2015

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Closed Session--Human Resources

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL: /**

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/12/2015 10:10 AM	County Administrative Office	Yes
8/12/2015 10:32 AM	County Counsel	Yes
8/5/2015 1:16 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** August 18, 2015

**Departments: Finance/CAO**

**TIME REQUIRED** CONTINUATION OF PUBLIC HEARING

**PERSONS APPEARING BEFORE THE BOARD**

Leslie Chapman

**SUBJECT** Budget Hearings

**AGENDA DESCRIPTION:**

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

Continuation of Public hearing followed by proposed resolution R15-\_\_\_\_\_, A Resolution of the Mono County Board of Supervisors Adopting the Final Mono County Budget for Fiscal Year 2015-2016. To view the budget document, please visit the following link: <http://monocounty.ca.gov/auditor/page/2015-16-proposed-budget>

**BOARD INTENDS TO HEAR POLICY ITEMS AT 2:00 P.M.**

**RECOMMENDED ACTION:**

Conduct public hearing. Consider and potentially adopt proposed resolution R15-\_\_\_\_\_, A Resolution of the Mono County Board of Supervisors Adopting the Final Mono County Budget for Fiscal Year 2015-2016. Provide any desired direction to staff.

**FISCAL IMPACT:**

CAO Recommended budget includes \$67,030,460 in expenditures, \$62,846,364 in revenues and relies on \$4,184,096 in carryover fund balance. The General Fund component includes \$35,759,730 in expenditures, \$33,908,262 in revenue and relies on \$1,851,468 in carryover fund balance. Department Requested budget includes \$67,700,363 in expenditures, \$62,860,877 in revenues and relies on \$4,839,486 in carryover fund balance. The General Fund component includes \$36,260,133 in expenditures, \$33,915,775 in revenue and relies on \$2,344,358 in carryover fund balance. There is not sufficient projected carryover fund balance to adopt this version of the budget.

**CONTACT NAME:** Leslie Chapman

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

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

**SEND COPIES TO:**  
Leslie Chapman

**MINUTE ORDER REQUESTED:**

YES  NO

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## ATTACHMENTS:

Click to download

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 [Budget Letter](#)

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 [Resolution - 2015-16 Budget Adoption](#)

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### History

Time	Who	Approval
8/12/2015 10:10 AM	County Administrative Office	Yes
8/12/2015 10:28 AM	County Counsel	Yes
8/12/2015 9:53 AM	Finance	Yes