



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

MEETING LOCATION Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

Special Meeting
July 16, 2019

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.

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. 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 <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

2:00 PM Call meeting to Order

Pledge of Allegiance

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. AGENDA ITEMS

A. Employment Agreement with Steve Barwick as County Administrative Officer

Departments: Human Resources, County Counsel

20 minutes

(Dave Butters, Stacy Simon) - Proposed resolution approving a contract with Steve Barwick as County Administrative Officer, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Adopt Resolution #R19-_____, approving a contract with Steve Barwick as County Administrative Officer, and prescribing the compensation, appointment and conditions of said employment.

Fiscal Impact: The cost for this position for the remainder of FY 2019-2020 (Sept 9 to June 30th) is approximately \$256,686 of which \$153,555 is salary, and \$103,131 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2019-2020) would be \$299,046 of which \$190,000 is annual salary, and \$109,046 is the cost of the benefits.

B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Section 54956.9. Name of case: *United States of America v. Walker River Irrigation District et al.*, United States District Court for the District of Nevada, Case No. 3:73-CV-00127-MMD-WGC.

ADJOURN



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

SPECIAL MEETING AGENDA REQUEST

Print

MEETING DATE	July 16, 2019	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	20 minutes	PERSONS APPEARING BEFORE THE BOARD	Dave Butters, Stacy Simon
SUBJECT	Employment Agreement with Steve Barwick as County Administrative Officer		

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Steve Barwick as County Administrative Officer, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt Resolution #R19-_____, approving a contract with Steve Barwick as County Administrative Officer, and prescribing the compensation, appointment and conditions of said employment.

FISCAL IMPACT:

The cost for this position for the remainder of FY 2019-2020 (Sept 9 to June 30th) is approximately \$256,686 of which \$153,555 is salary, and \$103,131 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2019-2020) would be \$299,046 of which \$190,000 is annual salary, and \$109,046 is the cost of the benefits.

CONTACT NAME: Dave Butters

PHONE/EMAIL: 7609325413 / dbutters@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Rpt Employment Agt for CAO
Resolution Employment Agreement for CAO

History

Time	Who	Approval
7/12/2019 5:03 PM	County Administrative Office	Yes
7/15/2019 11:40 AM	County Counsel	Yes
7/15/2019 12:16 PM	Finance	Yes



County of Mono

County Administrative Office

Dave Butters
Human Resources Director

Dave Wilbrecht
County Administrative Officer

Jay Sloane
Risk Manager

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: July 16, 2019

Subject: Employment Contract for County Administrative Officer: Steve Barwick

Recommendation: 1. Announce Fiscal Impact. 2. Adopt Resolution #R_____, approving an employment contract with Steve Barwick as County Administrative Officer and prescribing the compensation, appointment and conditions of said employment.

Background: When the Mono County Administrative Officer position became vacant in May 2019 the County initiated a nationwide recruiting effort with the help of The Prothman Company, an executive recruitment firm, to identify exceptional candidates to fill this important position.

Over 40 candidates applied for the CAO position. An evaluation process involving phone screening interviews and background and reference checks narrowed the field to three candidates who were then brought on site. This site visit allowed the candidates to tour the County and meet community residents, leaders, and County employees. The interview process included meet and greet events where the public had an opportunity to talk to the candidates about any topic of interest in an informal setting. Additionally, there were structured interviews with panels comprised of community members and employees as well as interviews with the Mono County Board of Supervisors. Community members and employees who participated in these events provided valuable feedback on their assessment of each candidate to the Board of Supervisors to help inform their decision. Following that, two of the three candidates were invited to return for more informal discussions with the Board which focused on specific issues of importance to the County. We were fortunate to have a well-qualified pool of candidates and after a thorough interview and vetting process, Steve Barwick was selected as the best fit for Mono County CAO based upon his experience and expertise.

Steve Barwick has 34 years' experience in city government in Aspen and Vail Colorado, serving as City Manager of Aspen for the past 19 years. His experience working in a world class ski resort town with a heavy emphasis on tourism is transferable to Mono County. He has spearheaded efforts with affordable housing initiatives, capital projects, and renewable energy along with processes to train, motivate and retain staff which is important in building a high performing team.

Fiscal Impact: The cost for this position for the remainder of FY 2019-2020 (Sept 9 to June 30th) is approximately \$256,686 of which \$153,555 is salary, and \$103,131 is the cost of the benefits and is included in the approved budget.

Total cost for a full fiscal year (2019-2020) would be \$299,046 of which \$190,000 is annual salary, and \$109,046 is the cost of the benefits.

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



R19-__

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

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

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

PASSED, APPROVED and ADOPTED this 16th day of July, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Peters, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

**EMPLOYMENT AGREEMENT OF STEPHEN BARWICK
MONO COUNTY ADMINISTRATIVE OFFICER**

This Agreement is entered into this 16th day of July, 2019, by and between Stephen Barwick and the County of Mono.

I. RECITALS

The County wishes to employ Stephen Barwick as its County Administrative Officer on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Barwick wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence on July 16, 2019, and shall remain in effect until terminated by either party in accordance with this Agreement.
2. Commencing September 9, 2019, Stephen Barwick shall be employed by Mono County as County Administrative Officer, serving at the will and pleasure of the Board of Supervisors in accordance with the terms and conditions of this Agreement. Mr. Barwick accepts such employment. The Board of Supervisors shall be deemed the “appointing authority” for all purposes with respect to Mr. Barwick’s employment.
3. Effective September 9, 2019, Stephen Barwick’s salary shall be \$15,833 per month. During Mr. Barwick’s first year of employment, the Board of Supervisors will review and evaluate Mr. Barwick’s performance quarterly in accordance with a work-plan and performance criteria approved by the Board. Thereafter, reviews will occur on or before November 1 of each year in accordance with specific criteria developed jointly by the Board and Mr. Barwick. Criteria may be added or deleted as the Board may from time to time determine in consultation with Mr. Barwick. Further, the Board, with consulting support from a qualified human-resources professional where needed, will provide Mr. Barwick with a written summary of findings and provide an adequate opportunity for Mr. Barwick to discuss his evaluation with the Board. The Board of Supervisors and Mr. Barwick shall define goals and performance objectives which they determine necessary for the proper operation of the County and for the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives. Goals and objectives shall generally be attainable within the time limitations specified and within the annual operating and capital budgets and the appropriations provided. The Board may increase Stephen Barwick’s compensation in its discretion at any time while this Agreement is in effect based on performance and the attainment of specified goals and objectives.
4. Stephen Barwick shall be entitled to receive a one-time reimbursement of up to \$15,000 in travel and moving expense reimbursement associated with his move to Mono County, upon provision of receipts for such expenses and any additional back-

up as the Finance Director may reasonably request, to the Finance Director within 60 days of such expenses being incurred.

5. Stephen Barwick shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Mr. Barwick shall have a balance of five days of vacation leave at the start of employment. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act (FLSA), he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Such amount to be prorated for 2019 to reflect his September 9, start of employment. Mr. Barwick understands that merit leave does not accrue from one calendar year to the next and must be used by December 31st of each calendar year in which it is provided, or it is lost.
6. To the extent deemed appropriate by the Board of Supervisors, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Barwick's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, effective September 9, 2019, Mr. Barwick shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits, CalPERS medical insurance, County dental and vision coverage and life insurance. Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), the CalPERS retirement formula applicable to Mr. Barwick's employment will be 2% at 62.

Notwithstanding the foregoing, up to and through December 31, 2019, rather than providing Mr. Barwick with CalPERS medical insurance, the County shall instead reimburse Mr. Barwick for all or a portion of the cost of COBRA coverage provided by his prior employer. Such reimbursement shall be up to the amount Mr. Barwick would otherwise be provided by the County and applied towards the cost of medical insurance pursuant to the County's Management Benefits Policy. The current County contribution toward the employee medical premium is \$1683.90. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be unilaterally amended from time to time and implemented by the County.

8. Stephen Barwick understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or

leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Barwick cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Barwick’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the at-will nature of Mr. Barwick’s employment, the Board of Supervisors may terminate his employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Barwick understands and acknowledges that as an at-will employee, he will not have permanent status, nor will his employment be governed by the County Personnel System, except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Board of Supervisors may, in their discretion, take during his employment.
10. In the event that such a termination without cause occurs following the first twelve months of employment, Mr. Barwick shall receive as severance pay a lump sum equal to six months’ salary. For purposes of severance pay, “salary” refers only to base compensation.
11. Notwithstanding the foregoing, Mr. Barwick shall not be entitled to any severance pay in the event that the Board of Supervisors has grounds to discipline him on or about the time it gives him the notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in the Mono County Personnel Rules or any successor rules or policies, as the same may be amended from time to time. Mr. Barwick shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
12. Mr. Barwick may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this Agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Barwick shall not be entitled to any severance pay or additional

compensation of any kind after the effective date of such resignation.

13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Stephen Barwick.
14. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Barwick's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Barwick's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 Mr. Barwick shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if he is convicted of a crime involving abuse of office or position.
15. Stephen Barwick acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Barwick further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement is executed by the parties this ____ day of _____, 2019.

EMPLOYEE

THE COUNTY OF MONO

By:

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



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

SPECIAL MEETING AGENDA REQUEST

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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:

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

Time	Who	Approval
7/15/2019 12:17 PM	County Administrative Office	Yes

7/15/2019 12:17 PM

County Counsel

Yes

7/15/2019 12:17 PM

Finance

Yes