

**March 13, 2018**  
**Regular Meeting**  
**Item # 7b**

**Public Works**

**Amended Contract for**  
**Interim Director**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND WILLDAN ENGINEERING  
FOR THE PROVISION OF INTERIM DIRECTOR OF PUBLIC WORKS SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the Interim Director of Public Works services of Willdan Engineering, of Fresno, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the Director of the County Administrative Officer, or an authorized representative thereof. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. By this Agreement the County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

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

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other \_\_\_\_\_

**2. TERM**

The term of this Agreement shall be from March 13, 2018, to August 31, 2018, unless sooner terminated as provided below.

**3. CONSIDERATION**

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Except as otherwise set forth in Attachment B, Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the County under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Seventy Three Thousand Dollars (\$73,000). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at the County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

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

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

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

#### **4. WORK SCHEDULE**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. It is understood that Attachment A may include specific details regarding work schedule, and such schedule(s) shall be adhered to, unless circumstances outside Contractor's control cause delays and contractor provides timely notice of such circumstances.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

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

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC**

The County shall provide such office space, supplies, equipment, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. The cost and expenses incurred by Contractor in providing and maintaining additional office space, beyond what is provided by County, is the sole responsibility and obligation of the Contractor.

#### **7. COUNTY PROPERTY**

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual

presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

## **8. WORKERS' COMPENSATION**

Contractor shall 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. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

## **9. INSURANCE**

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability Insurance. A policy of Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the

contract effective date, then Contractor must purchase “extended reporting” coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor’s liability for bodily injury (including death), property damage, and environmental damage resulting from “sudden accidental” or “gradual” pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) except for Professional Errors and Omission liability insurance, an additional insured endorsement for general liability applying to the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

D. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

## **10. STATUS OF CONTRACTOR**

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

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

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

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

## **11. DEFENSE AND INDEMNIFICATION**

Contractor shall defend, indemnify, and hold harmless County, its officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, , including reasonable litigation costs and attorney's fees, arising out of, resulting from, the performance of this Agreement by Contractor, or Contractor's officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Contractor, its employees, arising out of the negligence, reckless or willful misconduct of the Contractor.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

## **12. RECORDS AND AUDIT**

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

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

## **13. NONDISCRIMINATION**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

## **14. TERMINATION**

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this paragraph 14 shall not apply.

#### **15. ASSIGNMENT**

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

#### **16. DEFAULT**

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

#### **17. WAIVER OF DEFAULT**

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 23 below.

#### **18. CONFIDENTIALITY**

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

#### **19. CONFLICTS**

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



## **20. POST-AGREEMENT COVENANT**

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

## **21. SEVERABILITY**

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

## **22. FUNDING LIMITATION**

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

## **23. AMENDMENT**

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

## **24. NOTICE**

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

County of Mono:  
County Administrative Officer  
County of Mono  
P.O. Box 696  
Bridgeport, CA 93517  
760-932-5410

Contractor:  
Willdan Engineering

c/o Doug Wilson  
1881 Business2014 Tulare Street, Sui 515  
Fresno, CA 93721  
dwilson@willdan.com

**25. ENTIRE AGREEMENT**

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

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.**

**COUNTY OF MONO**

**CONTRACTOR**

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

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

Name: Leslie Chapman

Name: Bill Pagett

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

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

Taxpayer's Identification or Social Security  
Number: \_\_95-2295858\_\_\_\_\_

APPROVED AS TO FORM:

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

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
Risk Manager

## **ATTACHMENT A**

### **AGREEMENT BETWEEN COUNTY OF MONO AND WILLDAN ENGINEERING FOR THE PROVISION OF INTERIM DIRECTOR OF PUBLIC WORKS SERVICES**

#### **TERM:**

**FROM: March 13, 2018      TO: August 31, 2018**

#### **SCOPE OF WORK:**

During the term of this Agreement, Mr. Douglas Wilson, PE, a Willdan employee, is hereby designated as the Interim Mono County Director of Public Works and Director of Transportation. Mr. Wilson will provide requested services in accordance with the duties detailed below. Willdan, through Mr. Wilson, will generally provide services in the Bridgeport, CA offices of the County two to three days per week as mutually agreed, with recommended days per week as mutually agreed.

#### **Interim Director of Public Works Duties:**

- Plan, organize, direct and manage the functions and activities of the Public Works Department
- Develop and implement Department goals, objectives, and priorities
- Provide administrative direction and oversight for Department staff
- Develop and administers the Department budget
- Formulate Department procedures and policies
- Oversee the planning, design, construction, and maintenance of County roads and transportation facilities
- Perform long range Capital Improvement Planning and develop a Capital Improvement Budget
- Provide oversight and direction for engineering and surveying functions
- Exercise oversight and management of County landfill and solid waste facilities
- Oversee the development and operation of the County Airports
- Direct and coordinate the work of the County Engineer, County Surveyor and engineering consultants
- Develop and administer various grants
- Provide expertise and coordinate the functions of a variety of boards and commissions
- Manage and direct the maintenance of vehicles and heavy equipment
- Develop, submit and present Department reports
- Approve department claims
- Maintain current knowledge of legislation, practices, and case decisions regarding Public Works operations and development
- Maintain contact with the press and community organizations
- Perform special assignments for the Board of Supervisors
- Interpret policies and regulations for the public
- Represent the Public Works Department with regional and local boards, commissions and other government agencies.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND WILLDAN ENGINEERING  
FOR THE PROVISION OF INTERIM DIRECTOR OF PUBLIC WORKS SERVICES**

**TERM:**

**FROM: March 13, 2018    TO: August 31, 2018**

**SCHEDULE OF FEES:**

The County shall pay Contractor for services and work performed under this Agreement in accordance with Contractor's Schedule of Fees, which is set forth below or in Attachment B1 to this Agreement, which is incorporated herein by this reference.

See Attachment B1, incorporated herein by this reference (optional).

## **ATTACHMENT B1**

Contractor will provide Interim Public Works Director services to Mono County on an as needed basis. It is understood that the services will require the Interim Public Works Director to be available in the Mono County offices two (2) to three (3) days per week on a schedule that mutually agreed.

Fees:

Contractor's time will be invoiced monthly at a rate of \$175 per hour.

The invoice will include a per diem amount equal to the charges for lodging for the days Contractor is working from the County's offices. Upon mutual agreement of Contractor and County, the County may provide lodging directly to Contractor, thereby eliminating associated lodging charges

**March 13, 2018**  
**Regular Meeting**  
**Item # 7e**

**Assessor**

**PowerPoint Presentation**

# **A Discussion of the Assessor's Office 2017-2018 Goals**

## **And Other Items of Interest**



# **Responsibilities of the Assessor's Office**

**Locate all taxable property in Mono County;**


**Identify ownership;**

**Establish a value;**

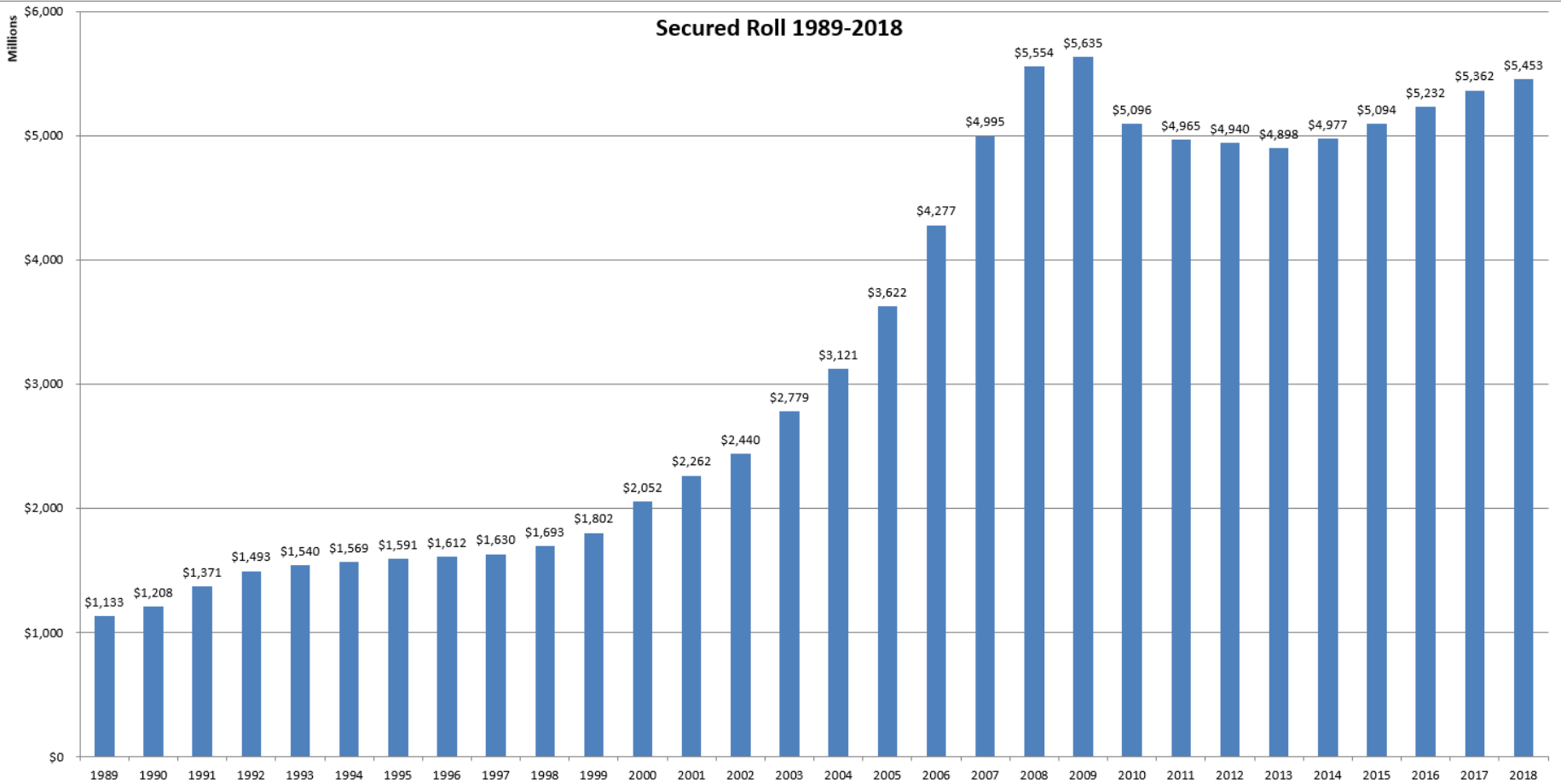
**List the value of all taxable property on the assessment roll;**

**Apply all legal exemptions**





**Produce an Accurate,  
Timely, and Complete  
Assessment Roll**



**Note: 2018 Assessment Roll is still in progress through the end of June 2018**

# Assessment Appeals

(Applications for Changed Assessment)

## BOE Summary Report

## Unresolved

Roll Year	Number of Cases	Not Resolved	Resolved	Ormat	MMSA	8050	Other	Total Filings Less MMSA, Ormat & 8050
<u>2010</u>	311	3	308	3	0	0	0	308
<u>2011</u>	109	4	105	3	0	0	1	106
<u>2012</u>	151	22	129	14	8	0	0	129
<u>2013</u>	110	32	78	26	6	0	0	78
<u>2014</u>	69	24	45	14	10	0	0	45
<u>2015</u>	62	23	39	14	9	0	0	39
<u>2016</u>	175	153	22	14	9	112	18	40
<u>2017</u>	150	133	17	14	0	112	2	24
<b>Totals</b>	<b>1,137</b>	<b>394</b>	<b>743</b>	<b>102</b>	<b>42</b>	<b>224</b>	<b>21</b>	

# Cadastral Mapper

## Accomplishments first 5 months:

8,497 parcel fabric edits;

54 High-Priority maps completed;

## Special request projects

From the public;

From County departments

From other entities (MLFD)

Response time: Typically 1 day or less

# Staff Training and Maintenance of BOE Certifications

## Assessor Staff Provided Trainings:

California Property Tax Overview

Income Approach to Value

Proposition 58/193

Public Information –what information is confidential and what is not

Land Valuation

Assessment Basics

Microsoft Excel – Novice, Advanced, and Expert levels

Williamson Act/CLCA

Megabyte Physical Characteristics

Maps – PLSS, Public Land Survey System

Supplemental Assessments

# BOE Certifications

Appraisal Certificate – 24 hours CE required annually

Advanced Certificate – 12 hours CE required annually

**BOE**

**CAA – California Assessor's Association Education Committee**

**Other California Assessor's Offices – via Distance Learning**

Trusts – Revocable & Irrevocable

Low-Income Housing Exemptions

Supplemental Assessments

Life Estates

Appraisal of Service Stations

# Data Conversion from Paper to Digital

Long-term: scanning and indexing all paper records

Continuing: No new paper inserted into the file folders

Progress: Approximately 10,000 pages scanned or saved digitally each year

Completion timeline: Unknown

# Property Characteristics

Enter property characteristics for approximately 17,000 taxable parcels

Approximately 7,500 characteristics sets entered/updated into the assessment software

Assessor's Office – Clearinghouse for public inquiries



All of these goals support Mono County's Strategic Priorities -

3D – Practice Fiscal Resiliency

4B – Improve operational efficiency

5C – Invest in resources & training

5D – Develop the next generation of County leaders

End

**March 13, 2018**  
**Regular Meeting**  
**Item # 7f**

**CDD**

**Updated PowerPoint Slide**

# June Lake Area Plan Update: Short-Term Rentals

Board of Supervisors Workshop  
March 13, 2018



## Board Workshop Topics

1. Review entire public process to modify short-term rental policies
2. Review June Lake CAC recommendations
3. Preview Planning Commission General Plan Amendment recommendations
4. Review new Mono County Code Chapter for a Short-Term Rental Activity Permit specific to a property owner

## Short-Term Rental Public Process

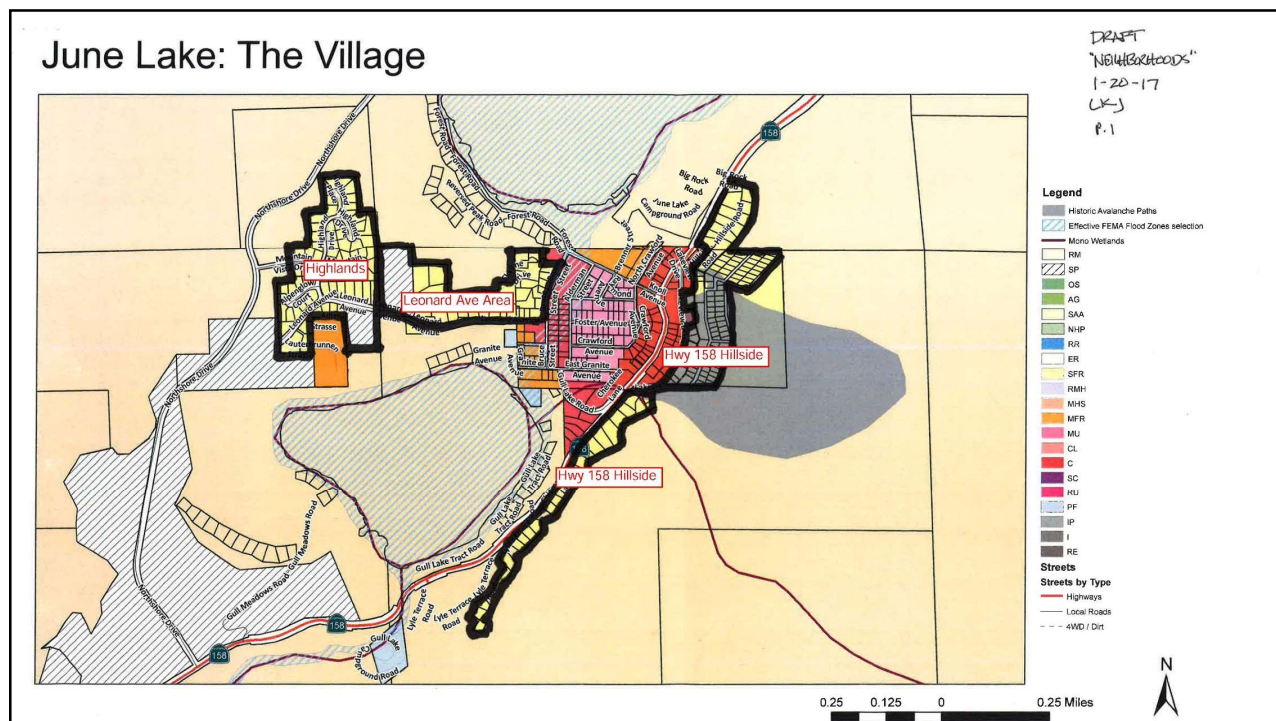
- Background / process established by June Lake residents/CAC subcommittee
- June Lake Workshops
- Analysis and policy formulation using workshop information
- June Lake Citizens Advisory Committee Recommendation

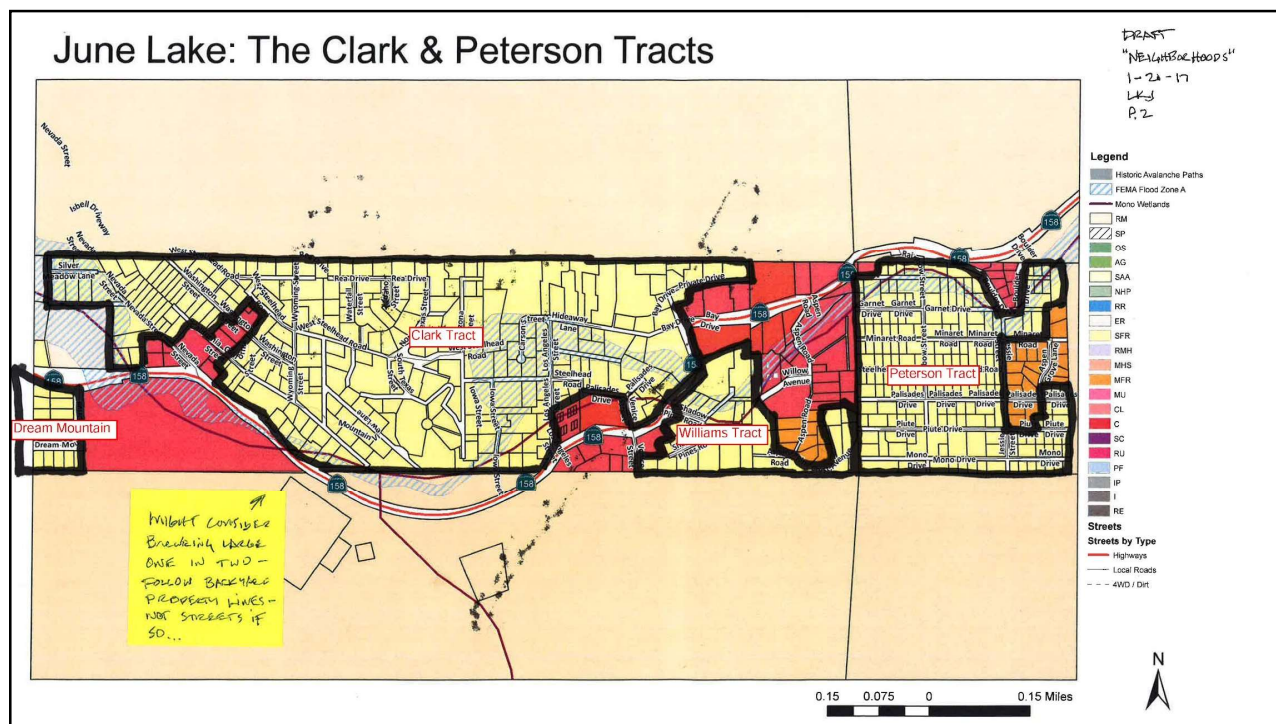
## Residents Established the Process

- **Purpose:** *Conduct a community conversation to update June Lake Area Plan policies to address short-term rentals in residential areas.*
- **Need:**
  - Short-term rentals are a common issue in resort areas and is not going away.
  - Decisions are needed to handle the issue and ensure protection of area and neighborhood character.
- **Principles:**
  - Opportunity for input
  - Consensus/common ground in the best interest of the community
  - Public engagement
  - Finality and certainty

## Residents Established the Process

- Neighborhood maps: Board direction & subcommittee consensus on the premise that neighborhood character varies
- Outreach campaign and workshop calendar
  - Mailer to PO boxes and property tax addresses
  - Posters, word-of-mouth, email blasts
  - Spanish translation
  - Scheduled five days for 10 neighborhood workshops + 7 open sessions
- Data collection: surveys vs. vote, technical information





- Background / process established by June Lake residents/CAC subcommittee
- **June Lake Workshops**
- Analysis and policy formulation using workshop information
- June Lake Citizens Advisory Committee Recommendation

## Ground Rules

- Be respectful and civil
- Represent yourself and your own opinion/intentions
- Participate positively
- Give all ideas an honest chance
- Seek understanding



June Lake:  
Business and Property Owners' Focus Meeting

## Community STR Workshop Topics

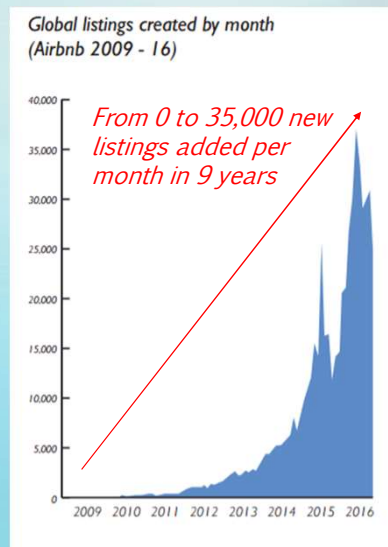
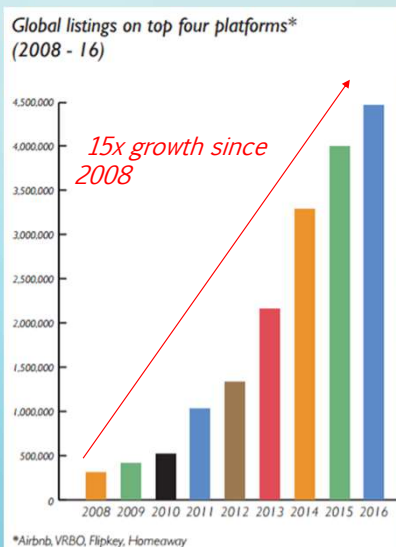
1. Knowledge base
2. Review June Lake neighborhood maps
3. Neighborhood values
4. Concerns, fears & negatives
5. Opportunities, benefits & positives
6. Potential solutions
7. Next steps



## Background

- Global Change & Industry Realities
- Reviewed Chapter 25 & 26
- June Lake can craft its own policies and regulations
- Process is specific to June Lake
- Constraints:
  - Legal and enforceable
  - Consistent with the Mono County General Plan

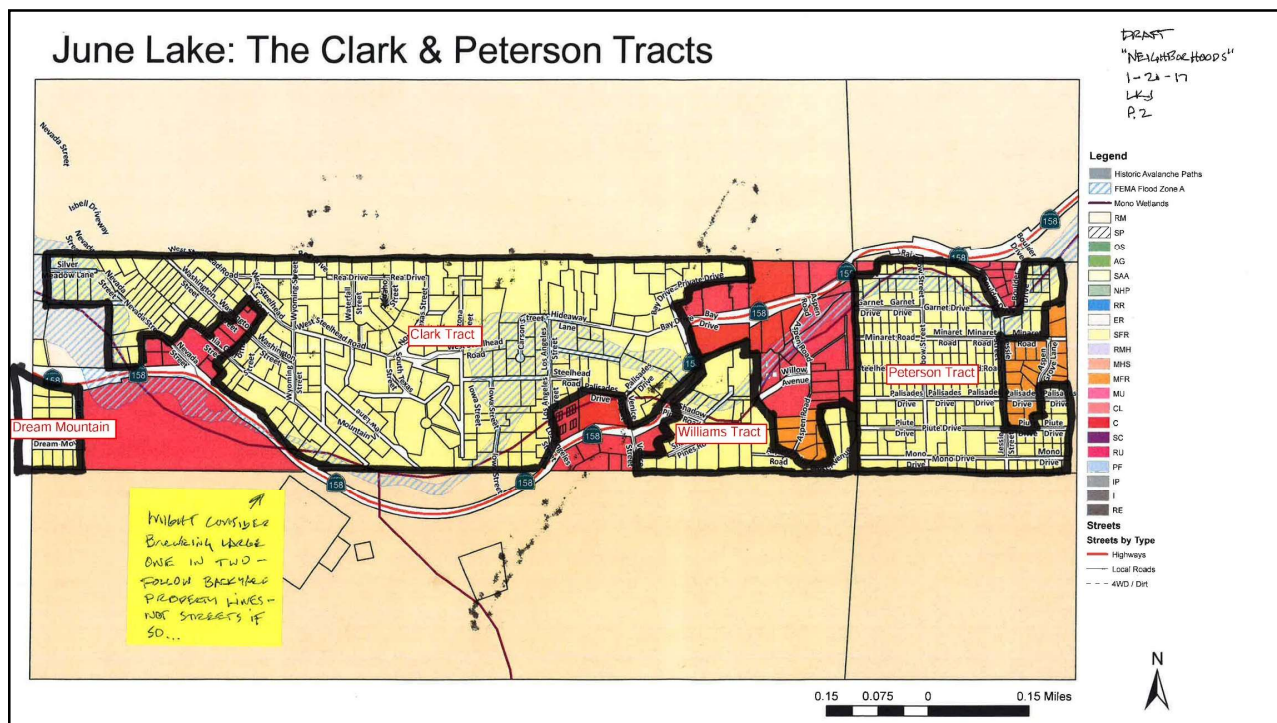
## THE SHORT TERM RENTAL INDUSTRY IS EXPLODING





## Past Mono County Policies

- ~2008-2015: Transient Rental Overlay Districts (TRODs)
  - Focus: Increase tourism opportunities and provide additional economic support to homeowners
  - Process: Overlay district approved by General Plan Amendment
  
- 2015-2017: Type I & Type II Short-Term Rentals
  - Type I rentals are owner-occupied and approved by Use Permit
  - Type II rentals are non-owner occupied and approved by General Plan Amendment
  - Moratorium county-wide on Type II rentals until 2019
  - June Lake Area Plan policies to be updated before applications can be processed
  
- 2017: June Lake Area Plan Policy Update



## Maps: Clark Tract Technical Analysis

- Private roads: maintenance, snow removal, general impacts, pavement condition issues
- Roads substandard and, in some cases, not located in recognized right of way
- Note: Hideaway Lane (eastern end) does not connect to Bay Drive; residences on Bay Drive are isolated from the rest of the tract
- Steep topography, rock outcroppings in western half; topography in eastern half gentler
- Drainage, floodplain issues in eastern half
- Emergency access in western half: single access point, limited ingress/egress, difficult to access eastern side where there are more ingress/egress points
- Upper / top of hill areas: only two access points from east and west
- Multiple access points in eastern half (Los Angeles, Iowa, and Venice streets) – no access via Iowa street in winter (road not plowed) and spring flooding

## Neighborhood Values & Character

- What is most important to you about your neighborhood?
- What are the best qualities about your neighborhood?



## Leonard Avenue: Neighborhood Character

- Access
- Peaceful
- Friendly
- Unique
- Alpine Village atmosphere
- Well-planned area
- Topography

## Petersen Tract: Neighborhood Character

- Nature/environment
- Quiet
- Sense of neighborhood
- Safe
- Limited roads/access
- Access to activities
- Other

## Short-Term Rentals: Negatives

- What are the problems with short-term rentals?
- What are your concerns?
- How do short-term rentals threaten the character of your neighborhood?



## Petersen Tract: STR Negatives

- Reduces workforce housing
- Increased traffic and parking issues
- Increased noise
- Reduced safety
- Inadequate enforcement/management
- Disrespectful/disruptive behavior
- Trash
- Other

## Clark Tract: STR Negatives

- Disrupts sense of neighborhood
- Disrespectful/disruptive behavior
- Management/regulatory issues
- Inadequate enforcement/  
Neighbors policing each other
- Change in property values and  
low density/residential character
- Increased noise
- Increased trash
- Increased lights
- Parking issues
- Road issues: traffic, winter  
conditions, maintenance
- Decreased safety
- Impacts to wildlife
- Negative impacts to local  
business
- Reduced workforce housing
- Equity: No \$\$ for costs
- Too dense
- Other

## Short-Term Rentals: Positives

- What are the benefits of short-term rentals?
- What are the opportunities short-term rentals provide?
- How can they help enhance or contribute to a neighborhood?



## Leonard Avenue: STR Positives

- Property integrity
- Safety
- Prohibits (reduces) vandalism
- Limits animal damage
- Increase taxes/fees
- Economic benefits/increases competitiveness
- No known opposition
- Low property density

## Clark Tract: STR Positives

- Economic benefits for June Lake (and entire county)
- Meets a market need
- Increases County revenue/taxes for services
- Opportunity for wildlife education
- Regulatory control/increased accountability
- Social Opportunities
- Benefits property owner/provides for property improvements
- Short term is less impactful/location matters
- Provides flexibility & personal choice
- None

## Short-Term Rentals: June Lake

Consider the potential impacts – positive and negative – of short-term rentals on June Lake as a whole:

- What are the potential community-wide problems or issues?
- What are the potential community-wide opportunities or benefits?

## Clark Tract: Impacts on June Lake Overall

- Potential to incentivize construction
- Infrastructure/service impacts
- Economic benefits
- Negative economic impacts
- Property value impacts: positive & negative
- Change in residential character
- Appropriate in some locations, not in others
- Reduction of workforce housing

## Potential Solutions

- Prohibit Type I short-term rentals
- Prohibit Type II short-term rentals
- Seasonal restrictions
- Density limit
- Rental day limit (# of days/year)
- Codify liability (renter vs. homeowner)
- Insurance requirements
- Lender notification





## Short-Term Rental Public Process

- Background / process established by June Lake residents/CAC subcommittee
- June Lake Workshops
- **Analysis and policy formulation using workshop information**
- June Lake Citizens Advisory Committee Recommendation

## Data & Information: Making Sense of It

- Start with raw data
- Combine meetings (except for straw poll)
- Group like things together into a category and name it

*Note: Data excerpts in slides that follow are intended as examples only. To review the actual data and work, please see the project record posted at*

[https://www.monocounty.ca.gov/sites/default/files/fileattachments/june\\_lake\\_citizens\\_advisory\\_committee/page/9707/str\\_wrkshp\\_prcdngs\\_as\\_of\\_02.15.18.pdf](https://www.monocounty.ca.gov/sites/default/files/fileattachments/june_lake_citizens_advisory_committee/page/9707/str_wrkshp_prcdngs_as_of_02.15.18.pdf)

**May 22: Clark Tract**5/22 Clark Tract: Technical Considerations

Bear break in due to food smells or feeding of the animals  
 No services (e.g. restaurants, stores) near Clark Tract  
 Freezing of pipes (water leakage) can go out of homes causing flooding  
 Changes of character of neighborhood  
 Quiet, privacy  
 Repairing of roads and potholes  
 Homeowners are in direct location of commerce  
 Competition with motels  
 Parking issues  
 Float versus hill zones  
 Road maintenance

5/22 Clark Tract: Neighborhood Character

Quiet, peaceful  
 Knowing our neighbors  
 Know neighbor's lot boundaries  
 Know how to interact with this environment  
 Road etiquette and experience  
 Solitude  
 Views  
 Quiet  
 Family / Quiet residence  
 It's mine  
 The view  
 Privacy  
 Wildlife  
 Condition of roads slows traffic  
 Clean environment

5/22 Clark Tract: STR Negatives

STR in Clark Tract detracts income from town, businesses, motels, cabins, restaurants that exist  
 Overturns our home area into a business area  
 Not knowing how to keep away bears

Lights at night that disturb star gazers

Parking Issues

Parking  
 In some cases parking availability  
 Parking Issues  
 Parking  
 Uncontrolled parking  
 Parking  
 Parking  
 Parking  
 Parking  
 Parking

Increased Traffic/Problems Due to Winter Road Conditions

Traffic  
 Increase in traffic noise and general disruption  
 Winter driving problems  
 Additional wear on worn-out roads  
 Road wear and tear at neighborhood expense  
 Unsafe snow driving – don't understand specific roads  
 Lack of understanding of environment  
 Increased traffic (including road wear)  
 Road conditions  
 Legal liabilities having renters using unfamiliar private roads  
 Street maintenance  
 More people more traffic  
 Homeowners liable because roads are private and will be used during rentals  
 Degrade roads faster  
 Unfamiliar drivers blocking road  
 Driving on narrow steep roads  
 Winter traffic  
 Additional damage to roads  
 Additional traffic  
 No money to fix roads  
 Inability to navigate roads safely- especially in winter

## Data & Information: Making Sense of It

- Review: look for patterns, what is supported and not supported, start to ask questions about what the information means
- Explore: how are various solutions or outcomes supported or not supported by this information?

## Solutions: Detailed Discussion

- Local Government Revenue Sources
- Taxes
- Zone of Benefits/Assessment Districts
- Regulatory Fees, Fines, Penalties
- Enforcement
- Sticky Dot Exercise Results

- Decision-Making Tool:
  - Send the issue to a vote of the people
  
- For Discussion: By Neighborhood**
- Ban/Prohibition
  - Prohibit STR Type I
  - Prohibit STR Type II
  
- Allow as Proposed
  - Allow Type I & Type II for Leonard Avenue
  - Enforce Existing Rules
  
- Potential New Regulations
  - Seasonal Restrictions
  - Density Limit
  - Rental Day Limit
  - Limit Type I with Occupancy Limits (1-2 people)
  - Allow Type II with New Regulations
  - Allow Type I with New Regulations
  
- Roads as Criteria
  - No Rentals on Private Roads
  - No Short-Term Rentals in the Clark Tract to Ensure / Provide for Work Force Housing
  - Restrict STR to Areas Accessed by County Roads
  
- Mapping/Scale
  - Partition Clark with Different STR Regulations (Nevada St)
  - Partition Clark with Different STR Regulations (Los Angeles St)
  - Partition Clark with Different STR Regulations (W Washington - where there is existing rental and commercial)
  - Ensure Some Neighborhoods Remain Residential without any STR
  - Maintain Clark as a Contiguous Neighborhood
  - Split off Mt View Ln as Allowable for STR

Solutions	Clark 5/13	Clark 5/20	Clark 5/22	Clark 5/25	Clark (Open)	Clark Emails	Petersen 5/20	Petersen (Open)	Petersen Emails
Private-Side Issues/Disclosures									
Codify Liability (renters vs homeowners)	0	1	0	0			1		
Insurance Requirements	4	4	1	0			1		
Lender Notification	0	0	0	0			0		
Develop HOA's to Enforce CCRs	4	0	0	0			0		
Ban/Prohibition									
Prohibit STR Type I	5	2	4	3	3		3	1	
Prohibit STR Type II	8	7	4	4	3		6	1	
Only allow where ALL want STRs						1			
Allow as Proposed									
Allow Type I & Type II for Leonard Avenue									
Enforce Existing Rules			1	0					
Potential New Regulations									
Seasonal Restrictions	2	5	0	3	1		0		
Density Limit	6	5	2	3	1		3	1	
Rental Day Limit	4	0	0	3			2	1	
Posted Enforcement # on Site and Online	5	7	0	3			1		
Limit # of Vehicles Allowed	1	4	4	5			3	2	
Require Damage from New Construction to be Repaired			0	3			1		
Short time response to issues (require local phone # with 1 hr response time)									
Allow for Direct Neighbor Veto of STR Permit		6		2					
Expand Direct Notice Calculation Based off of Farthest Edge of Contiguous Parcel of Same Owner			1						
Require Education by Owners of Rentals on Specific Conditions (trash, roads, boundaries)			7						
Allow Type II with New Regulations				0	1			1	
Limit Type I with Occupancy Limits (1-2 people)								1	
Allow Type I with New Regulations				0	1			1	
Noise Regs					1				
Ensure cell phone service									
Roads as Criteria									
Include Road Conditions as Part of Permit Process	6	1		3			5		
No Rentals on Private Roads				0					
No Short-Term Rentals in the Clark Tract to Ensure / Provide for Work Force Housing			1	3					
Restrict STR to Areas Accessed by County Roads			2						

## Solutions: Key Issues

- Liability on private roads
- Workforce housing impacts (Housing Needs Assessment):
  - 1 in 20 resident homeowners intend to convert to rentals in the next 5 years
  - Most live in Mammoth (82%), then June Lake (13%) and Bridgeport (5%)
  - Of those intending to convert, 32% are interested in short-term rentals
- To ban or not to ban?

Solutions	Clark 5/13	Clark 5/20	Clark 5/22	Clark 5/25	Clark (Open)	Petersen 5/20
Prohibit STR Type I	5	2	4	3	3	3
Prohibit STR Type II	8	7	4	4	3	6
Total Workshop Participants	38	15	10	15	7	10

## Policy Development

- **Neighborhood character:** Things to protect, the WHY of the policy
- **Negatives:** Things to prevent, avoid, mitigate, control, minimize
- **Positives:** Things to take advantage of, reap benefits of
- **Solutions:** How do we get there?
  - Can we protect character, minimize negatives, take advantage of positives?
  - These solutions provide policy direction.

*The process is MESSY!  
It is not quantitative or black and white.  
It requires the weighing of options, input, and trade-offs in pursuit of the best possible outcome.*

<p>Page 282</p>	<p>7. <b>Policy:</b> Short-term rentals in single-family residential neighborhoods should support a model for the supplemental sharing of excess assets, rather than a full business or investment model.</p> <p>a. <b>Action:</b> Only the property owner may apply for a short-term rental permit, and the owner is the responsible party.</p> <p>b. <b>Action:</b> Short-term rentals shall be limited to one per person or entity and one per parcel.</p>	<p>8. Modify, add, or eliminate policy or actions.</p>	
	<p>9. <b>Policy:</b> Type I (owner-occupied) short-term rentals, as defined in Chapter 25, in single family residential land use designations may be considered only under limited and highly regulated conditions in some areas, subject to Chapters 25 and 26.</p> <p>a. <b>Action:</b> To address concerns raised by the community regarding potential neighborhood impacts, the following requirements and regulations shall be added to Chapter 26 for short-term rentals in June Lake:</p> <ul style="list-style-type: none"> <li>• Exterior lighting fixtures shall comply with Chapter 23 – Dark Sky Regulations, which may require existing fixtures to be replaced or retrofitted.</li> <li>• Owner or manager must respond on-site when warranted within 30 minutes.</li> <li>• Quiet hours from 10 pm to 7 am, and no outdoor amplified sound.</li> <li>• Outdoor parties, which may include special events, outdoor events, lawn parties, weddings, and similar activities, are prohibited.</li> <li>• Owner shall acquire home insurance coverage that specifically covers short-term renting, and shall maintain appropriate liability coverage that covers injury and damage to hosts, guests, and others.</li> <li>• Owner shall notify lender of change in use to short-term rental, and provide verification to County upon request.</li> <li>• Maximum occupancy of 10 persons, which may be further limited by septic system or other requirements, and shall be posted over the primary exit door.</li> <li>• The number of allowed vehicles shall not exceed the number of on-site parking spaces.</li> <li>• In order to rent a detached and separate unit, the property owner must occupy the other unit on the property.</li> <li>• Landline phone service is required, and owner must disclose the limited service by cell phone carriers.</li> <li>• A "hideaway" key or other access is required in the event a guest is locked out.</li> </ul>	<p>Potential regulations pending legal counsel advice:</p> <ul style="list-style-type: none"> <li>• Owner and renters shall hold harmless area residents where private roads are used to access the property.</li> <li>• Can the County require payment into a private fund for community services, such as road repair?</li> </ul> <p>10. Add, modify, or eliminate policies or actions.</p>	

## Short-Term Rental Public Process

- Background / process established by June Lake residents/CAC subcommittee
- June Lake Workshops
- Analysis and policy formulation using workshop information
- June Lake Citizens Advisory Committee Recommendation

## Clark Tract Survey by CAC Member

*\*Note: The term Type III is used here to reduce confusion of terms, although Type II was used in the survey.*

Area	Type	NO	NO %	YES	YES %	Undecided	Undecided %	Total
All	I	37	43.5%	44	51.8%	4	4.7%	85
All	III	53	62.4%	29	34.1%	3	3.5%	85
NV-SM*	I	3	27.3%	8	72.7%	0	-	11
NV-SM*	III	5	45.5%	6	54.5%	0	-	11
Upper-LA**	I	34	46.0%	36	48.6%	4	5.4%	74
Upper-LA**	III	48	64.9%	23	31.1%	3	4.0%	74

## CAC Recommendation

Neighborhood	Type I	Type III*	Comments
Williams	No	No	
Petersen	No	No	
Leonard	Yes	Yes	Recommended after enforcement cases resolved
Highlands	No comment	No comment	Leave to tract map & specific plan modification process
Dream Mountain	No comment	No comment	Default to County standards
South 158	Tie	No	Type I defaults to County standards; Concerns: avalanche considerations, workforce housing displacement
Clark (upper)	Yes, summer only, 3% cap	No	
Clark (Nevada St)	Yes, year round	No	3% cap applies to whole Clark Tract

*\*Note: The term Type III is used here to reduce confusion of terms, although Type II was used in the original recommendation.*

## Board Workshop Topics

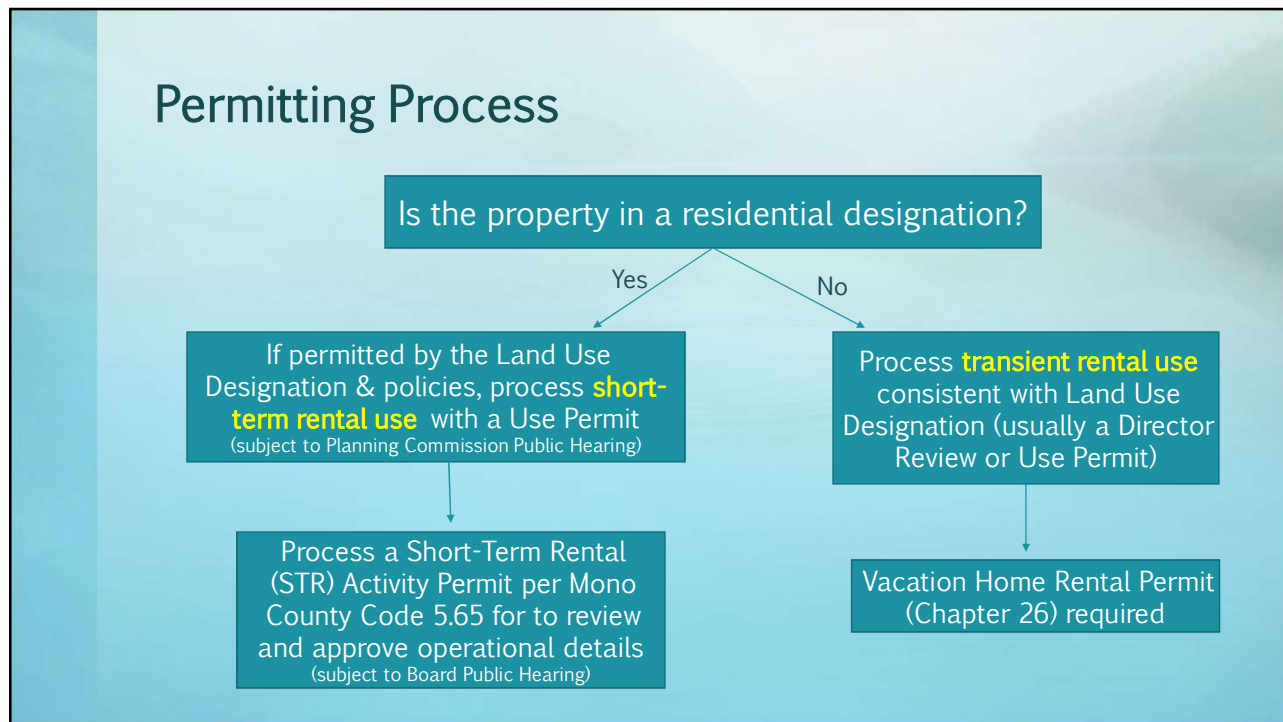
1. Review entire public process to modify short-term rental policies
2. Review June Lake CAC recommendations
3. **Preview Planning Commission General Plan Amendment recommendations**
4. Review new Mono County Code Chapter for a Short-Term Rental Activity Permit specific to a property owner

## Planning Commission Direction

- Apply policy & regulation recommendations countywide (except when specific to June Lake).
- In Clark Tract, allow both Type I and **III** rentals year-round without a cap **on Nevada Street/Silver Meadow ONLY**.
- **Upper Clark Tract recommendation retained – 8 parcel cap, no winter rentals, Type I only.**
- Additional wordsmithing & language adjustments.



## Permitting Process



## Preview of General Plan Amendments

1. New proposed Issues, Opportunities and Constraints
2. New Proposed Countywide Land Use Element Policies
3. New Proposed June Lake Area Plan Policies
4. Revisions to Residential Land Use Designations
5. Revisions to Chapter 2 – Definitions, Chapter 25 – Short-Term Rentals, and Chapter 26 – Transient Rental Standards & Enforcement

## Board Workshop Topics

1. Review entire public process to modify short-term rental policies
2. Review June Lake CAC recommendations
3. Preview Planning Commission General Plan Amendment recommendations
4. Review new Mono County Code Chapter for a Short-Term Rental Activity Permit specific to a property owner

## Mono County Code Chapter 5.65

- Requirements are the same as Chapter 26 plus/except...
- STR Activity Permit approved by Board of Supervisors at a noticed public hearing
- Limit of one permit per person, and implements permit cap
- Property manager required for Type III rentals, must hold real estate license and have property manager certification
- Annual renewal requirement (and fee)

## Mono County Code Chapter 5.65

Additional regulations include:

- Landline phone service requirement
- Compliance with Dark Sky Ordinance
- Response time (preferably one hour)
- Quiet hours from 10 pm to 7 am
- Owner to notify lender of STR use
- Hideaway key on premises
- Road condition disclosure for Clark Tract, and road assistance phone number



**March 13, 2018**  
**Regular Meeting**  
**Item # 11b**

**Public Health**

**Handout**



## Public Health Mōno-Gram

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**Public Health**  
Prevent. Promote. Protect.

March 13, 2018

The Mono County Health Department has proposed a variety of recommendations for Chapter 5.60: Cannabis Operations of the Mono County Code (MCC) to assist in locally implementing the Adult Use of Marijuana Act (Proposition 64) in a manner that benefits residents, businesses, and consumers. These recommendations support local health policies and are reflective of best practices and lessons learned from other states to protect youth, public health, and social equity.

In December 2015, the Mono County Board of Supervisors adopted a General Plan Amendment to include Goal 3: Foster residents' health and wellbeing. Under this goal, pertinent objectives, policies, and actions that support the incorporation of public health recommendations into our local cannabis regulation include:

**Objective 3.A.** Improve the health of all people by incorporating health considerations into decision-making across sectors and policy areas consistent with the Health in All Policies initiative.

**Policy 3.A.1.** Build relationships, work collaboratively with the community, and implement procedures that make health a priority for the community.

**Action 3.A.1.a.** At all levels of decision making and policy development, raise awareness of the connections between General Plan policies and community health.

Additionally, in February 2018, the Mono County Board of Supervisors developed strategic planning priorities for fiscal year 2018-19 including Priority 1c: Improve public health and safety through establishing effective cannabis regulation, education, and enforcement. There are a variety of public health concerns related to cannabis, including public education, policy development, regulation, surveillance, health equity, treatment, and environmental impact. While residents of Mono County and California voted for the Adult Use of Marijuana Act to allow for recreational use of marijuana for those ages 21 and older, there are significant health and safety concerns regarding access to cannabis for children and youth. These include accidental consumption of cannabis products by children and permanent effects on the developing brain when cannabis use begins in adolescence. A fact sheet developed by the Center for Disease Control titled *What Parents Need to Know About Marijuana Use and Teens* is included.

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*Mono County - Healthy People, Healthy Communities*

Mono County Health Department PO Box 3329, Mammoth Lakes, CA 93546

Mono County Board of Supervisors: Phone (760) 932-5433

District 1: Larry Johnston, District 2: Fred Stump, District 3: Bob Gardner,

District 4: John Peters, District 5: Stacy Corless, CAO: Leslie Chapman

The California Healthy Kids Survey is a state-wide survey implemented locally every 2 years. In 2015, Mono County Schools incorporated an additional module focusing on alcohol and other drugs. Some of the findings related to cannabis use for local adolescents for the 2015/16 and 2017/18 school years are included, showing high rates of marijuana use by local teens, and low perceptions of the harm that can be caused by using cannabis. Taking into account concerns related to health of our youth, and the safety of our community, Mono County Health Department has recommended the following public health considerations specifically related to MCC 5.60:

**Policies that support:**

- Accurate, unbiased, culturally-competent public health messaging and education about cannabis use to reduce poor health outcomes and injury
- Age restrictions to limit the use of cannabis by adolescents
- Time and date restrictions on commercial sales
- Control of the location and density of outlets

**Policies that limit:**

- Over-commercialization and proliferation of cannabis
- Advertising and media marketing strategies targeted toward youth or in areas with exposure to youth
- Potential access of cannabis by children and youth

**Policies that prohibit:**

- Discounting, coupons and happy hour
- Sales of non-cannabis-related products at retailers
- On-site consumption
- Product delivery

Evidence for these policy recommendations are available in the following resources:

California Department of Public Health: Let's Talk Cannabis

<https://www.cdph.ca.gov/Programs/DO/letstalkcannabis/Pages/LetsTalkCannabis.aspx>

Public Health Institute: Sharing a Public Health Oriented Model Local Ordinance for Marijuana Regulation

<http://dialogue4health.org/web-forums/detail/model-local-ordinance-for-marijuana-regulation>

Getting it Right from the Start: Health Effects of Marijuana

<https://www.gettingitrightfromthestart.org/health-effects-of-marijuana>

**Enclosures:**

- Center for Disease Control Fact Sheet: What Parents Need to Know About Marijuana Use and Teens
- California Healthy Kids Survey Results Related to Cannabis Use

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# What Parents Need to Know About Marijuana Use and Teens

2017

## Fast Facts

- 38% of high school students report having used marijuana in their life.<sup>1</sup>



- Research shows that marijuana use can have permanent effects on the developing brain when use begins in adolescence, especially with regular or heavy use.<sup>2</sup>



- Frequent or long-term marijuana use is linked to school dropout and lower educational achievement.<sup>3</sup>



The teen years are a time of rapid growth, exploration, and onset of risk taking. Taking risks with new behaviors provides kids and teens the opportunity to test their skills and abilities and discover who they are. But, some risk behaviors—such as using marijuana—can have harmful and long-lasting effects on a teen's health and well-being.

## Marijuana and the teen brain

Unlike adults, the teen brain is actively developing and often will not be fully developed until the mid 20s. Marijuana use during this period may harm the developing teen brain.

### Negative effects include:

- Difficulty thinking and problem solving.
- Problems with memory and learning.
- Impaired coordination.
- Difficulty maintaining attention.<sup>3</sup>

## Negative effects on school and social life

Marijuana use in adolescence or early adulthood can have a serious impact on a teen's life.

- **Decline in school performance.** Students who smoke marijuana may get lower grades and may more likely to drop out of high school than their peers who do not use.<sup>4</sup>
- **Increased risk of mental health issues.** Marijuana use has been linked to a range of mental health problems in teens such as depression or anxiety.<sup>5</sup> Psychosis has also been seen in teens at higher risk like those with a family history.<sup>6</sup>
- **Impaired driving.** Driving while impaired by any substance, including marijuana, is dangerous. Marijuana negatively affects a number of skills required for safe driving, such as reaction time, coordination, and concentration.<sup>7,8</sup>
- **Potential for addiction.**<sup>a</sup> Research shows that about 1 in 6 teens who repeatedly use marijuana can become addicted, which means that they may make unsuccessful efforts to quit using marijuana or may give up important activities with friends and family in favor of using marijuana.

## For more information, visit:

### YRBSS Results, Slides, and MMWR Publications:

<https://www.cdc.gov/healthyouth/data/yrbs/results.htm>

**Parent Engagement Tips:** [https://www.cdc.gov/healthyouth/protective/parent\\_engagement.htm](https://www.cdc.gov/healthyouth/protective/parent_engagement.htm)

**School Connectedness:** [https://www.cdc.gov/healthyouth/protective/school\\_connectedness.htm](https://www.cdc.gov/healthyouth/protective/school_connectedness.htm)

**NIDA Drug Facts: Marijuana:** <https://teens.drugabuse.gov/drug-facts/marijuana>

**NIDA Marijuana: Facts for Teens:** <https://www.drugabuse.gov/publications/marijuana-facts-teens/letter-to-teens>

**Adolescents and Marijuana:** <http://learnaboutmarijuanawa.org/factsheets/adolescents.htm>

# What Parents Need to Know About Marijuana Use and Teens

## References

<sup>a</sup> The term “addiction” is used to describe compulsive drug seeking despite negative consequences. However, we recognize that “addiction” is not considered a specific diagnosis in the fifth edition of *The Diagnostic and Statistical Manual of Mental Disorders (DSM-5)*—a diagnostic manual used by clinicians that contains descriptions and symptoms of all mental disorders classified by the American Psychiatric Association (APA). Rather the DSM-5 uses the term substance use disorder. However, throughout this document addiction is used synonymously with having a substance use disorder for ease of language recognition and understanding.

1. Centers for Disease Control and Prevention (CDC), High School Youth Risk Behavior Survey Data. 2016 [cited 2016 November 16, 2016]; Available from: <http://nccd.cdc.gov/youthonline/>.
2. National Institute on Drug Abuse. What are marijuana's long-term effects on the brain? 2016 [cited 2016 November 16, 2016]; Available from: <https://www.drugabuse.gov/publications/research-reports/marijuana/how-does-marijuana-use-affect-your-brainbody>.
3. Fergusson, D.M. and J.M. Boden, Cannabis use and later life outcomes. *Addiction*, 2008. 103(6): p. 969-76; discussion 977-8.
4. Broyd, S.J., et al., Acute and Chronic Effects of Cannabinoids on Human Cognition-A Systematic Review. *Biol Psychiatry*, 2016. 79(7): p. 557-67.
5. Copeland, J., S. Rooke, and W. Swift, Changes in cannabis use among young people: impact on mental health. *Curr Opin Psychiatry*, 2013. 26(4): p. 325-9.
6. Arseneault, L., et al., Cannabis use in adolescence and risk for adult psychosis: longitudinal prospective study. *BMJ*, 2002. 325(7374): p. 1212-3.
7. Bondallaz, P., et al., Cannabis and its effects on driving skills. *Forensic Sci Int*, 2016. 268: p.92-102.
8. Hartman, R.L. and M.A. Huestis, Cannabis effects on driving skills. *Clin Chem*, 2013. 59(3): p. 478-92.
9. National Institute on Drug Abuse. *Drugs, Brains, and Behavior: The Science of Addiction* 2014 [cited 2016 December 29].



During your life, have you used marijuana (pot, weed, grass, hash, bud)? Response: Yes

**Mammoth Unified School District**

MUSD	Grade 7	Grade 9	Grade 11
2015/16	1%	22%	47%
2017/18	3%	33%	44%

**Eastern Sierra Unified School District**

ESUSD	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
2015/16	0%	0%	4%	9%	33%	26%
2017/18	0%	5%	0%	5%	17%	31%

Source: California Healthy Kids Survey Module A: Core

During the past 30 days, did you use marijuana (smoke, vape, eat, or drink) Response: Yes

**Mammoth Unified School District**

MUSD	Grade 7	Grade 9	Grade 11
2015/16	0%	12%	31%
2017/18	1%	27%	29%

**Eastern Sierra Unified School District**

ESUSD	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
2015/16	0%	0%	0%	0%	10%	0%
2017/18	0%	0%	0%	0%	4%	13%

Source: California Healthy Kids Survey Module A: Core

How much do people risk harming themselves when they use marijuana occasionally? Response: no harm

**Mammoth Unified School District**

MUSD	Grade 7	Grade 9	Grade 11
2015/16	27%	28%	31%
2017/18	22%	19%	42%

**Eastern Sierra Unified School District**

ESUSD	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
2015/16	20%	39%	27%	27%	35%	44%
2017/18	24%	19%	14%	20%	38%	44%

Source: California Healthy Kids Survey Module A: Core

How much do people risk harming themselves when they use marijuana once or twice a week (FY 15/16) daily (FY 17/18)? Response: no harm

**Mammoth Unified School District**

MUSD	Grade 7	Grade 9	Grade 11
2015/16	29%	27%	29%
2017/18	22%	19%	35%

**Eastern Sierra Unified School District**

ESUSD	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
2015/16	20%	37%	27%	36%	19%	39%
2017/18	24%	19%	14%	20%	25%	31%

Source: California Healthy Kids Survey Module A: Core

How difficult is it for students your age to get marijuana? Response: very easy or fairly easy

**Mammoth Unified School District**

MUSD	Grade 7	Grade 9	Grade 11
2015/16	11%	59%	86%
2017/18	17%	64%	71%

**Eastern Sierra Unified School District**

ESUSD	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
2015/16	12%	11%	28%	45%	48%	42%
2017/18	7%	0%	20%	20%	55%	25%

Source: California Healthy Kids Survey Module A: Core

If you use marijuana or other drugs, how “high” (stoned, faded, wasted, trashed) do you usually like to get? Response: enough to feel it moderately or a lot

**Mammoth Unified School District**

MUSD	Grade 9	Grade 11
2015/16	16%	39%
2017/18	16%	34%

**Eastern Sierra Unified School District**

ESUSD	Grade 9	Grade 10	Grade 11	Grade 12
2015/16	5%	0%	15%	10%
2017/18	0%	0%	8%	32%

Source: California Healthy Kids Survey Module B: AOD