



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 at far right.

Regular Meeting

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

August 20, 2013

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. If you would like to receive an automatic copy of this agenda by email, please send your request to Lynda Roberts, Clerk of the Board : lroberts@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

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.)

Approximately thru
10:30 a.m. **CLOSED SESSION**

BOARD OF SUPERVISORS

1a) **Closed Session - Conference With Legal Counsel** - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono County v. Standard Industrial Minerals, et. al.

1b) **Closed Session--Human Resources** - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--exclusively recognized 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.

1c) **Closed Session--Public Employment** - PUBLIC EMPLOYMENT. Government Code Section 54957, title of position: EMS Manager.

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. Approve minutes of the Regular Meeting held on August 6, 2013.

3) **BOARD MEMBER REPORTS**

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

Approximately 10 Minutes **COUNTY ADMINISTRATIVE OFFICE**

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

10:30 a.m. Approximately 15 minutes **DEPARTMENT REPORTS/EMERGING ISSUES** (PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)

Approximately 5 minutes for Consent Items

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.)

FINANCE

5a) **2013-14 Appropriations Limit** (Leslie Chapman, CPS) - Proposed resolution establishing the 2013-14 Appropriations Limit and making other necessary determinations for the County and for those Special Districts that are required to establish Appropriations Limits.

Recommended Action: Approve and authorize the Chairman's signature on proposed Resolution establishing the the Appropriation Limit for fiscal year 2013-14.

Fiscal Impact: None.

Additional Departments: County Counsel

5b) **Lease of County Premises** (Leslie Chapman) - Lease of County facilities for use of medical clinic.

Recommended Action: Approve County entry into proposed lease and authorize Chairman to execute said lease on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: Estimated cost is \$98,000.

CLERK OF THE BOARD

6a) Appointment to Area Board #12 - Appointment of Tania Ramos to the State Council on Developmental Disabilities Area Board #12, located in San Bernardino, CA. This will be a three year term, beginning August 20, 2013 and expiring August 20, 2016. Supervisor Johnston has agreed to sponsor this item.

Recommended Action: Appoint Tania Ramos to the State Council on Developmental Disabilities Area Board #12 beginning August 20, 2013 and Expiring August 20, 2016.

Fiscal Impact: None.

HUMAN RESOURCES

Additional Departments: CAO

7a) Greenberg Employment Agreement (IT Director) - Proposed resolution approving an employment agreement with Nate Greenberg and prescribing the compensation, appointment, and conditions of said employment. Mr. Greenberg is currently the County's Geographic Information System (GIS) Coordinator and Digital 395 Project Manager. Under this agreement, Mr. Greenberg would become the County's new Information Technology (IT) Director and would also continue to serve as the County's Digital 395 Project Manager.

Recommended Action: Adopt Resolution R13-___, approving an employment agreement with Nate Greenberg and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: The Information Technology Manager position costs a total of \$154,440.14 for 11 months of 2013-2014 which is fully budgeted. The components include: \$101,420.00 in salary; PERS - \$19,180.33 and benefits costs of \$33,839.60.

COUNTY COUNSEL

8a) Adoption of 2013 MCPE MOU - Proposed resolution adopting and approving a memorandum of understanding between the County and Local 39, Exclusively Recognized Employee Organization Representing the Mono County Public Employees (MCPE) Bargaining Unit.

Recommended Action: Adopt Resolution R13-___, adopting and approving a memorandum of understanding between the County and Local 39, Exclusively Recognized Employee Organization Representing the Mono County Public Employees (MCPE) Bargaining Unit.

Fiscal Impact: No significant change to the existing budgeted costs for affected employees.

8b) Scheidlinger employment agreement - Resolution approving an employment agreement with David Scheidlinger and prescribing the compensation, appointment, and conditions of said employment. The resolution would approve a renewal of Dr. Scheidlinger's current contract for one more year.

Recommended Action: Adopt Resolution R13-___, approving an employment agreement with David Scheidlinger and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: \$83,350.57 for 10 months of 2013-14 which is fully budgeted. The components include: \$61,500.40 in salary; PERS – \$11,147.93; and benefits costs of \$10,702.24.

REGULAR AGENDA

**CORRESPONDENCE RECEIVED
(INFORMATIONAL)**

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

CLERK OF THE BOARD

9a) Caltrans Encroachment Permits Letter - Response letter from the Department of Transportation dated July 31, 2013, regarding Encroachment Permits.

9b) Chamber Music Unbound - Final report dated August 7, 2013 from Chamber Music Unbound detailing the expenditures from the \$8,000 grant awarded from Mono County for the 2012/2013 season. Additional printed materials and brochures are available for viewing in the Clerk's office.

BOARD OF SUPERVISORS

10a)

20 minutes (10 presentation; 10 discussion)

Certificates of Appreciation (Supervisors) - Present Certificates of Appreciation recognizing service provided by two Mono County employees.

Recommended Action: Approve the certificates and make presentation.

Fiscal Impact: None.

PUBLIC WORKS - ENGINEERING DIVISION

11a)

30 minutes (5 presentation; 25 discussion)

Contract Award for the Aspen Road Paving Project (Garrett Higerd) - This project will construct a three inch thick hot mix asphalt overlay on approximately 0.24 miles of Aspen Road in June Lake from Highway 158 to the end. In addition, this item includes a resolution to adopt the comprehensive survey map of Aspen Road prepared for the project (depicting the actual location of Aspen Road) and confirming adoption of same into the County road system.

Recommended Action: Approve and Authorize the Chairman’s signature on Resolution No. 13-____, “A Resolution of the Mono County Board of Supervisors Re-confirming its Acceptance of Aspen Road.”
2. Based on this staff report concerning bids received in response to a solicitation for bids and responsibility of the apparent lowest responsive bidder: 1) identify Herback General Engineering as responsible bidder submitting the lowest responsive bid; 2) award contract to Herback General Engineering for the Aspen Road Paving Project in an amount not to exceed \$125,596.00; 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$12,559.60 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$330,675, and are approved as to form and legality by County Counsel.

Fiscal Impact: This project is funded by Proposition 1B. On October 18, 2011 the Board approved the use of \$330,675 of Prop 1B funds for this project. To date, \$172,048 has been expended and \$158,627 is remaining to complete the project. Contractor payments will not impact the General Fund. There is sufficient appropriation in the Road Budget for this project.

COUNTY ADMINISTRATIVE OFFICE

12a)

25 minutes (10 presentation, 15 discussion)

Presentation on the California State Council on Developmental Disabilities, Area Board #12 (Vicki Smith, Executive Director State Council on Developmental Disabilities, Area #12) - Presentation by Vicki Smith of the State Council on Developmental Disabilities regarding Area Board #12 and the service provided to the residents of Mono County and the region.

Recommended Action: Accept presentation from Vicki Smith on State Council on Developmental Disabilities, Area Board #12.

Fiscal Impact: None.

ADJOURNMENT

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

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 20, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session - Conference With Legal Counsel		

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono County v. Standard Industrial Minerals, et. al.

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

Time	Who	Approval
8/13/2013 7:12 PM	County Administrative Office	Yes
8/13/2013 3:05 PM	County Counsel	Yes
8/14/2013 8:26 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 20, 2013

DEPARTMENT Board of Supervisors

ADDITIONAL DEPARTMENTS

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 Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--exclusively recognized 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:

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No Attachments Available

History

Time	Who	Approval
8/13/2013 7:45 AM	County Administrative Office	Yes
8/13/2013 3:04 PM	County Counsel	Yes
8/14/2013 8:25 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 20, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session--Public Employment		

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code Section 54957, title of position: EMS Manager.

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:

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No Attachments Available

History

Time	Who	Approval
8/14/2013 10:10 AM	Clerk of the Board	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 20, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
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)

A. Approve minutes of the Regular Meeting held on August 6, 2013.

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

[Draft 08-06-13](#)

History

Time	Who	Approval
8/15/2013 1:01 PM	County Administrative Office	Yes
8/14/2013 9:56 AM	County Counsel	Yes
8/15/2013 10:40 AM	Finance	Yes



DRAFT 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 at far right.

Regular Meeting

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

August 6, 2013

Flash Drive	#1001
Minute Orders	M13-175 to M13-181
Resolutions	R13-59 to R13-61
Ordinance	Ord13-04 – NOT USED

9:01 AM

Meeting Called to Order at

Supervisors Present: Alpers, Fesko, Johnston and Stump.

Supervisors Absent: Hunt.

Pledge of Allegiance led by Tony Dublino.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

Closed Session: 9:02 a.m.

Break: 10:30 a.m.

Reconvene: 10:36 a.m.

Lunch: 12:06 p.m.

Reconvene: 1:05 p.m.

Break: 1:58 p.m.

Reconvene: 2:10 p.m.

Adjourn: 3:30 p.m.

CLOSED SESSION

There was nothing to report out of closed session.

BOARD OF SUPERVISORS

1a)

Closed Session - Conference with Legal Counsel - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: United States and Walker River Paiute Tribe v. Walker River Irrigation District et al.

Note

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

- 1b) Closed Session - Conference with Legal Counsel - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Inland Aquaculture Group, LLC v. Mono County et al.
- 1c) Closed Session - Conference with Legal Counsel - 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: one. Facts and circumstances: legal dispute regarding Davison Street real property transaction.
- 1d) Closed Session - Conference with Legal Counsel - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono County v. Standard Industrial Minerals et. al.
- 1e) Closed Session - Public Employment - PUBLIC EMPLOYMENT. Government Code section 54957. Title: Deputy County Counsel.
- 1f) Closed Session - Pumice Valley Landfill Site - CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Pumice Valley Landfill. Agency negotiators: Jim Leddy, Tony Dublino, Stacey Simon. Negotiating parties: County of Mono and Los Angeles Department of Water and Power. Under negotiation: price and terms of payment.
- 1g) Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman and Jim Leddy. 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.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Supervisor Fesko:

- His father passed away July 24, 2013; services held yesterday.
- Gave a brief history of his father's life.
- Asked for a moment of silence for his father Jacob Edward Fesko.
- Meeting to be adjourned later in his memory.

2) APPROVAL OF MINUTES

M13-175 Action: Approve minutes of the Regular Meeting held on July 9, 2013.
Alpers moved; Stump seconded

Note

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

Vote: 4 yes; 0 no; 1 absent: Hunt

M13-176 Action: Approve minutes of the Regular Meeting held on July 16, 2013.
Stump moved; Alpers seconded
Vote: 4 yes; 0 no; 1 absent: Hunt

3) **BOARD MEMBER REPORTS**

Supervisor Alpers:

- Has had a lot of company lately.
- Attended YARTS meeting yesterday.

Supervisor Fesko:

- No board report.

Supervisor Hunt:

- Absent.

Supervisor Johnston:

- He's been attending the ARC meetings.
- Attended CPT meeting; he did ask Forest Service about June Mountain; progress sounds positive.
- CSAC looking at several bills – AB325 and AB755.

Supervisor Stump:

- On EMS Manager interview panel; agrees it's best to bring two top candidates in for Board to meet.
- Met with Scott Burns and Wendy Sugimura about yellow-legged frog issues. Need to get a message of appreciation to her.

COUNTY ADMINISTRATIVE OFFICE

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

Jim Leddy:

- Budget workshops next week.
- Starting to do status updates with departments and day to day management. He's also doing a weekly written report.
- Assessor panel technical interviews: One person had family emergency, coming back this Friday.
- Had EMS Manager interviews, will be a recommendation.
- He was scheduled to do a presentation at Rotary on the 24th, missed it. Will reschedule.
- Meeting with Bridgeport Gun Club.

DEPARTMENT REPORTS/EMERGING ISSUES

Nate Greenberg:

- Digital 395 update.
- Resolution should be released this week; county to provide comments on this.
- Conversations still happening about the work in Inyo.
- Answered general questions.

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

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

FINANCE

- 5a) 2013 Property Tax Sale - The Revenue and Taxation Code requires approval from the Board of Supervisors before the Tax Collector may conduct a sale of tax defaulted property. The attached request includes a list of property subject to sale and the relevant amount due from owner (minimum bid).

M13-177 Action: Approve sale of tax defaulted property subject to power to sell.
Alpers moved; Fesko seconded
Vote: 4 yes; 0 no; 1 absent: Hunt

SOCIAL SERVICES

- 6a) Medi-Cal Privacy and Security Agreement - Proposed contract with State of California, Department of Health Care Services pertaining to County Medi-Cal Privacy and Security Agreement.

M13-178 Action: Authorize Kathy Peterson, Director of Mono County Department Social Services, to execute the Medi-Cal Privacy and Security Agreement required by the State of California for the administration of Medi-Cal benefits.
Alpers moved; Fesko seconded
Vote: 4 yes; 0 no; 1 absent: Hunt

COMMUNITY DEVELOPMENT - PLANNING DIVISION

- 7a) General Plan Update Environmental Impact Report - Proposed contract with Bauer Planning and Environmental Services, Inc. pertaining to General Plan Update Environmental Impact Report.

M13-179 Action: Approve County entry into proposed contract and authorize Vice-Chair to execute said contract on behalf of the County.
Stump moved; Alpers seconded
Vote: 4 yes; 0 no; 1 absent: Hunt

Pulled from consent for discussion.

Supervisor Stump:

- Asked about the \$40,000 General fund impact in budget?

Scott Burns:

- This is in budget; status quo.
- Can't fully fund the EIR but the primary funding source will be from LTC.

Leslie Chapman:

- Already included in budget.

INFORMATION TECHNOLOGY

Additional Departments: County Administrative Office

- 8a) Town of Mammoth Lakes IT and GIS Support Services Contract -

Note

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

Information Technology (IT) and Geographic Information Systems (GIS) Services professional services contract with the Town of Mammoth Lakes.

M13-180 **Action:** Authorize the County Administrator to negotiate and enter into a five-year professional services contract with the Town of Mammoth Lakes, consistent with the proposed Scope of Work, for the purpose of providing Information Technology and Geographic Information Systems Services. The contract shall ensure recovery of the County's direct and indirect costs of providing the professional services. (Note: With respect to GIS services, this contract will subsume and replace the existing contract under which the County provides such services.)

Alpers moved; Fesko seconded

Vote: 4 yes; 0 no; 1 absent: Hunt

HUMAN RESOURCES

Additional Departments: CAO

9a) Greenberg Employment Agreement (IT Director) - Proposed resolution approving an employment agreement with Nate Greenberg and prescribing the compensation, appointment, and conditions of said employment. Mr. Greenberg is currently the County's Geographic Information System (GIS) Coordinator and Digital 395 Project Manager. Under this agreement, Mr. Greenberg would become the County's new Information Technology (IT) Director and would also continue to serve as the County's Digital 395 Project Manager.

Action: None. Pulled from agenda.

Pulled from the consent agenda for discussion.

Peter Kobylarz (IT Dept.):

- He's spoken with his colleagues. They would like to express their support for Nate Greenberg in this position; he would be a great leader.
- It would take a lot of time to recruit from the outside; Nate has the background and understands the department.
- Other members of Department expressed agreement.

Supervisor Johnston:

- Asked that testimonials not be taken during this time.
- This item is pulled for this meeting and will be taken up at a future meeting.

Additional Departments: County Administrator

9b) Van Lente Employment Agreement (Human Resources Director/Risk Manager) - Proposed resolution approving an employment agreement with William (Bill) Van Lente and prescribing the compensation, appointment, and conditions of said employment in the position of Human Resources Director/Risk Manager for Mono County. Under this agreement, Mr. Van Lente would become the County's Human Resources

Note

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

Director/Risk Manager. The start date for Mr. Van Lente would be August 19, 2013.

R13-59 **Action:** Approve Resolution #R13-59, approving an employment agreement with William Van Lente, and prescribing the compensation, appointment, and conditions of said employment.

Fesko moved; Stump seconded
Vote 4 yes; 0 no; 1 absent: Hunt

Pulled from consent for discussion.

Supervisor Fesko:

- His problem with both 9a and 9b is that these need to be open recruitments.
- He feels that the policy isn't being followed. Everyone should have to go through the full recruitment process.
- We can't keep making exceptions.

Jim Leddy:

- Appreciates what Supervisor Fesko said.
- Want to make sure there is a practice being followed.
- He wants his five board members voting together when building a team.
- He suggests that further policy discussion may need to occur.

Supervisor Stump:

- When they met with former IT director, there appeared to be direction on how to fill the position. That is what the board was doing.
- If a mistake is made the Board needs to step up but not punish the individual in question.
- He's fine with a policy that says, "For all future positions".
- In this case, we look foolish to backtrack in this particular point in time. Should have been stopped a long time ago, not now.

Supervisor Alpers:

- He needs more information before he makes a vote.
- He supports pulling 9a right now.

REGULAR AGENDA

CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

CLERK OF THE BOARD

10a) Katusich Letter Regarding Antelope Valley Senior Center

Correspondence dated July 25, 2013 from Lynne Katusich to Supervisor Fesko regarding the important benefits of the Antelope Valley Senior Center.

10b) CHP Letter of Appreciation to Public Works - Correspondence dated July 10, 2013 from Lt. Commander R.D. Cohan of the California Highway Patrol, commending the Public Works Department and various employees for their outstanding work done in reference to the Bridgeport 4th of July parade.

Note

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

- 10c) Bridgeport RPAC Passed Resolutions - On July 18, 2013, the Bridgeport RPAC passed two resolutions. One supporting the new Bridgeport Main Street Design and continued revitalization efforts and the second requesting continued participation of Douglas E. Power, Marine Corps Mountain Warfare Training Center Community Planning and Liaison Officer. These are copies of these resolutions for your information.

Supervisor Fesko:

- Spoke about this piece of correspondence.
- Gave additional information about the resolutions.
- In reference to Bridgeport Main Street – regarding diagonal parking – the RPAC is in support of this.

Supervisor Alpers:

- With the amount of time that's gone into Bridgeport and the diagonal parking, even though he didn't think it would work, he's behind it.

Supervisor Stump:

- He was one of the Supervisors commenting on the diagonal parking, but he does support the RPAC and their solution. Nothing in previous comments to change their mind.

Supervisor Johnston:

- How do the RPACS evaluate the success of this? If something isn't working, you don't keep doing it.

- 10d) Inyo Board Of Supervisors Letter Regarding Yellow-Legged Frog - Correspondence dated July 15, 2013 from the Inyo Board of Supervisors to interested parties regarding proposed listing and designation of critical habitat for the Sierra Nevada Yellow-Legged Frog, and northern distinct population segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad.

Jim Leddy:

- There will be more information before the Board regarding this to provide additional comments.

- 10e) June Lake Winter Activities - Announcement about the 2014 June Lake Winter Festival.

- 10f) Hutton Correspondence - Letter from Wayne Hutton of Hammil Valley, regarding the 7/15/13 budget workshop held in Chalfant Valley and comments relating to this workshop.

- 10g) O'Sullivan Letter Regarding Mono County Government - Correspondence dated July 14, 2013 commending Mono County about the new CAO, Jim Leddy and the new CFO, Leslie Chapman. Also included in this letter is a desire to have more Board meetings (than one) in Mammoth each month.

Supervisor Stump:

- This is the first person he knows of that's written a letter although not the first constituent he's heard from.

Note

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

- He doesn't think there is enough support to have more meetings, but the room we teleconference to needs to be better; bigger.
- We need things more accessible for south county residents.

Supervisor Fesko:

- There isn't much public that attends now in Mammoth. We don't need more space. Better technology, yes.

Supervisor Johnston:

- This will come back up in January for additional discussion.

The Board acknowledged receipt of the correspondence.

COUNTY ADMINISTRATIVE OFFICE

Additional Departments: Public Works

- 11a) Presentation of Recognition Plaques from Bridgeport Fourth of July Committee (Jim Leddy) - Presentation of 2 recognition plaques received from the Bridgeport Fourth of July Committee for the Public Works Department and the Mono County Board of Supervisors in appreciation of their support and efforts during the 151st Annual Fourth of July Celebration.

Action: None.

Taken after public hearing item #13.

Jim Leddy:

- Suggested a thank you note from the Board to Lynda Pemberton and the Bridgeport 4th of July Committee.
- Presented the Board with the plaque.

BOARD OF SUPERVISORS

- 12a) NFWF Presentation - Walker River Water Acquisition Program (Joy Giffin, NFWF) - Presentation and update by representatives of the National Fish and Wildlife Foundation regarding the Walker River Water Acquisition Program.

Action: None.

Stacey Simon:

- Introduced item.
- David Yardas is here today.
- Walker River Irrigation District has not yet appeared before the Board, despite requests. General response is that they are too busy but we will continue to make requests.
- WRID's two change applications: board weighed in on this back in April. Time to address concerns comes to an end in August.
- MOU is in staff report; puts board in the driver's seat with a decision making role.

Note

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

David Yardas, Program Director:

- Handouts (information about the Walker Basin Restoration Program) to be posted online as additional documents.
- Gave brief history of organization.
- Walker Basin Restoration established by an act of congress in October of 2009.
- Discussion about Walker Lake.
- Referenced MOU with Mono County RCD (March 2012).
- Thursday he'll be doing a status update for the Nevada parties involved.

Supervisor Comments:

Supervisor Johnston:

- What's the target level for Walker Lake? (Yardas: 10,000 – 12,000 range would be beneficial for fish, etc.)
- Intervening in natural process?
- Recognized Stacey Simon for her efforts.

Supervisor Fesko:

- Discussion on TDS levels. (Yardas: salts can be removed from water but water needs to be balanced.)

Supervisor Stump:

- Estimation of time to restore lake levels? (Yardas: 10-20 years? It took 150 years to get where it is now.)

- 12b) Presentation by Mono County Resources Conservation District (RCD Member) - Presentation by Mono County Resources Conservation District (RCD) regarding its activities related to the Walker River Water Leasing Program within Mono County.

Action: None.

Stacey Simon:

- Introduced item and explained that the Mono County Resources Conservation District is a Special District.
- Introduced Bruce Woodworth and Shannon Peterson (consultant gathering information and performing analyses).
- This is all bulk data, not from individual water users.
- This is only a workshop, not an action item.
- May put Water Master in an awkward position to get Board letter now.

Bruce Woodworth (Mono County RCD):

- Discussion about Walker River Water Acquisition Program within Mono County.
- Might be appropriate for the Board at some point to weigh in.
- Without unanimous support, water won't be released.
- RCD board is not a litigious organization, not seeking to go into a legal battle but would appreciate any support they can get.

Shannon Peterson (Shannon Peterson Ciotti Consulting):

- One of five organizations that applied to work with this grant.
- She's one member of a team assembled to work on a feasibility analysis.
- Would participating in a water right's program be beneficial or not?

Supervisor Johnston:

- Asked about Water Master and board.
- How would you accomplish anything without the data?

Supervisor Fesko:

- Trying to gather stats? Details?
- Getting an 80% response of ok? Or less?

Note

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Supervisor Stump:

- How long to complete work? (Peterson: draft by next April, then to RCD, then maybe completed by next July.)
- Would a preemptive letter or resolution be helpful to the court? Or are you still in a negotiating phase?

Jeff Hunewill (property owner in Bridgeport):

- US Board of Water Commissioners.
- Most of the data she needs is on GIS sites.
- Water Master rides herd on him in a loose fashion.
- Storage water here could easily be put in the lease program.
- Doesn't have a lot of information regarding Antelope Valley.
- Probably not necessary for Board to write a letter yet.
- Mentioned the TDS in Walker Lake.

LUNCH

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

FINANCE

Additional Departments: Community Development, Mammoth Lakes Housing

13a)

Public Hearing to Close Community Development Block Grant (Mary Booher) - Public hearing to review and receive public comment on the final Grant Performance Report for Community Development Block Grant #10-STBG-6730.

Action: None.

Mary Booher:

- Last formality for this grant which was awarded in 2010.
- Over \$400,000 awarded; only about \$400 not used.
- Final report; any questions?

Jennifer Hafferty:

- This was a very success grant.

Public Hearing opened: 1:07 p.m.

Public Hearing closed: 1:08 p.m.

Jim Leddy:

- Bid farewell to Mary?

Supervisor Johnston:

- Thanked Mary for all her work for the county.

Tim Fesko:

- Sad to see such a wealth of information leave.
- On a professional level, wished her well on this opportunity.
- She will be missed.

Note

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

Supervisor Stump:

- Sorry she's going.
- Has found her very helpful.

COUNTY ADMINISTRATIVE OFFICE

Additional Departments: County Counsel

14a) Proposed Resolution Determining that Michael McGovern is Eligible for Industrial Disability Retirement (John Vallejo) - Proposed resolution determining that Michael McGovern is eligible for Industrial Disability Retirement.

R13-60 Action: Adopt proposed resolution #R13-60, determining that Michael McGovern is eligible for Industrial Disability Retirement.

Fesko moved; Alpers seconded

Vote: 4 yes; 0 no; 1 absent: Hunt

John Vallejo:

- There is no doubt as to the reasons Mr. McGovern is requesting this.
- He'd like to see this approved by our board; he is confident that Calpers will approve it.
- If application denied, the county and Mr. McGovern would have to work it out.

Supervisor Fesko:

- Are we 99.9% sure Calpers will approve this?

PUBLIC WORKS - ROAD DIVISION

15a) Speed Survey Results (Jeff Walters) - In April of 2013, at the direction of the Public Works department, Omni-Means conducted speed surveys on three county roads. The results of these speed surveys were presented to the Board of Supervisors in June who directed Public Works to share the results with the respective communities.

Action: None.

Jeff Walters:

- Here to report back with community feedback on the speed survey results.
- Discussion about 25 vs. 15 mph sign in Lee Vining. Right by school, community wants 15 mph.
- 30 mph proposed on Chalfant Avenue. Community supportive.
- Asking for direction – bring back as ordinances for board to approve, authorizing the proposed changes?
- Or is there some other direction? Or no change?

Supervisor Fesko:

- Sees the potential for a speed trap with the 15 mph/25 mph area in Lee Vining.
- He thinks it's going to create anger in people.
- Same with Chalfant Avenue and the changing mph signs.

Supervisor Alpers:

- 15 mph sign is needed. Maybe not 25.

Supervisor Stump:

- He recommends that Jeff bring back the community suggestions to be approved

Note

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as Ordinances.

SOCIAL SERVICES

Additional Departments: Probation

- 16a) Child Welfare and Juvenile Probation Services, Child and Family Services Self-Assessment (Kathy Peterson, Social Services and Karin Humiston, Probation) - Receive brief overview of the recently completed Child and Family Services Self-Assessment from Child Welfare and Probation Department staff, and authorize Board Chair to sign assessment for submission to State Department of Social Services for final approval.

M13-181 Action: Approve and authorize Board Vice-Chair to execute the Child Welfare and Juvenile Probation Services, Child & Family Services Self-Assessment.

Stump moved; Alpers seconded

Vote: 4 yes; 0 no; 1 absent: Hunt

Kathy Peterson:

- Explained item.
- The Social Services Department and Probation get together and do self-assessments, periodically.
- Once they have authority by Board to move forward, will be submitted to the State. A five-year plan will then be written.
- Highlights of self-assessment: lack of foster care homes,

Alex (Social Services Supervisor):

- Gave detailed information about Child Welfare Program.

Karin Humiston:

- She will now have two additional people working in Juvenile.

Supervisor Johnston:

- Thanked Child Support and Probation for their services and work on self-assessment.

PROBATION

- 17a) Evidence-Based Practices to Improve Public Safety EBT-IT (Karin Humiston) - Proposed resolution approving the Evidence Based Practices to Improve Public Safety (EBP-TIPS) Grant.

R13-61 Action: Adopt Resolution #R13-61, approving the Evidence Based Practices to Improve Public Safety (EBP-TIPS) Grant.

Alpers moved; Fesko seconded

Vote: 4 yes; 0 no; 1 absent: Hunt

Karin Humiston:

- Gave explanation of grant.
- A new powerful system will allow them to do their jobs better.

Supervisor Stump:

- What is county match? (Humiston: time spent only)
- Asked about professional services line item? (Humiston: would be the

Note

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- installation, training, etc.)
- Actual cost of program itself?

- 17b) Approval of Memorandum of Understanding with Division of Juvenile Justice (Karin Humiston) - Proposed resolution approving a Memorandum of Understanding with the California Department of Corrections and Rehabilitation (CDCR) Division of Juvenile Justice (FY 2013-14).

Action: None. To be moved to next week's agenda.

FINANCE

- 18a) Quarterly Investment Report/June Transaction Report (Rose Glazier) - Report on Mono County Treasury Pools quarter ending 6/30/2013 activities and investments. Per Mono County Investment policy report treasury transactions for June 2013.

Action: None.

Rose Glazier:

- Introduced item.
- Gave general figures included in report which was submitted with the agenda packet.
- Not much activity during this quarter.

- 18b) Investment Workshop (Rose Glazier and Carlos Oblites) - Workshop presented by Carlos Oblites, Senior Managing Consultant with PFM Asset Management to discuss and explain today's bond market, how it effects the Mono County portfolio & will give his insight on forecasting the market.

Action: None.

Rose Glazier:

- Introduced Carlos Oblites; in the past, he has given Finance Department mini-seminars.
- Senior management consultant with PFM Asset Management.
- He is here to discuss today's bond market, how it affects our county and what the future holds.

Carlos Oblites:

- Gave handout to be posted to the web.
- Overview of what we can do as a county, the outside forces that are affecting everything.
- Borrowing money from the Treasury Pool? Legally, yes. Not sure about doing it cheaper, however. Would need to ask a lot of questions.
- Asked if our county has a treasury Oversight Committee?

HANDOUT: INVESTING PUBLIC FUNDS & MARKET UPDATE

- Considerations for Investing Public Funds.
- Additional Strategies for Investing Public Funds.

Supervisor Johnston:

- Why can't you invest in gold?
- Can we loan ourselves money from the Treasury Pool? We have Car Compliance coming up. Right now we're borrowing it from our taxpayers. He wants to explore this
- We do not have a Treasury Oversight Committee.

Note

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Supervisor Stump:

- Asked about unemployment/under-employment.
- What about the other entities that have money in the Treasury Pool?

ADJOURN at 3:30 p.m. in honor of Supervisor Fesko's father, Jacob Edward Fesko.

ATTEST:

LARRY JOHNSTON
VICE-CHAIR

SHANNON KENDALL
SR. DEPUTY 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 20, 2013	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	Leslie Chapman, CPS
SUBJECT	2013-14 Appropriations Limit		

AGENDA DESCRIPTION:

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

Proposed resolution establishing the 2013-14 Appropriations Limit and making other necessary determinations for the County and for those Special Districts that are required to establish Appropriations Limits.

RECOMMENDED ACTION:

Approve and authorize the Chairman's signature on proposed Resolution establishing the the Appropriation Limit for fiscal year 2013-14.

FISCAL IMPACT:

None.

CONTACT NAME: Roberta Reed

PHONE/EMAIL: 760 932-5492 / rreed@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:

Roberta Reed

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Proposed Resolutions](#)

History

Time	Who	Approval
8/14/2013 8:33 AM	County Administrative Office	Yes
8/14/2013 9:52 AM	County Counsel	Yes
8/14/2013 8:25 AM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

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

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

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Roberta Reed, Assistant Finance Director

DATE: August 8, 2013

SUBJECT: 2013-14 Appropriation Limit

RECOMMENDATION:

Approve and authorize the Chairman's signature on proposed Resolution setting the Appropriation Limit for Fiscal Year 2013-14.

BACKGROUND:

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

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

DISCUSSION:

The Appropriations Limit as calculated is \$26,145,885. As County tax proceeds, in conjunction with capital spending, are below this limit by \$4,616,793 this year, no change to the tax rate is required.

FINANCIAL IMPACT:

There is no fiscal impact at this time.

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

APPROVED AND ADOPTED this 20th day of August, 2013, by the following vote of said board:

AYES:

NOES:

ABSENT:

ABSTAIN:

**BYNG HUNT, CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF MONO**

ATTEST:
LYNDA ROBERTS
CLERK OF THE BOARD

APPROVED AS TO FORM

**MARSHALL RUDOLPH
COUNTY COUNSEL**

ATTACHMENT "A"

APPROPRIATION LIMIT- CLASSIFICATION OF REVENUES						
FISCAL YEAR 2013-14						
REVENUE SOURCE		Proceeds Of Taxes	Non Proceeds Of Taxes		Allocable	Totals
TAXES						
All Sources		21,189,992				
Lic, Permits & Franchises						
Franchise		177,615				
All Other Sources			425,455			
Fines, Forfeits & Penalties						
All Sources			655,382			
Rev use of Money & Prp						
Interest		19,893	19,774		39,667	
Rents & Concessions		33,580	33,379		66,958	
Aid from Govt. Agencies						
Motor Vehicle Licence		0				
Aid for Agriculture		63,313				
HOPTR		44,700				
All Other Sources			13,633,059			
Charges for Services						
All Sources			3,455,739			
Other Revenue						
All Sources			339,591			
Other Financing Sources						
All Sources			2,837,997			
SUB-TOTAL (for allocation)		21,475,619	21,347,224		106,626	42,929,469
% for allocation		50.15%	49.85%			
TOTAL REVENUE		21,529,092	21,400,377			42,929,469
CALCULATION OF LIMIT						
Calculation Data	Price Factor	Convert to	Pop Increase	Percentage	Convert to	Factor
2013-14	Dept Finance	Factor	Dept Finance	Change	Factor	Choice
	5.12	1.0512	Mono Unincorp	0.7	1.007	1.0586
			Tow n ML	0.45	1.0045	1.0559
			Mono Total	0.55	1.0055	1.0570
			Alternate	1.99	1.0199	1.0722
Alternate Population			Factor for			
Factor (Sec. 7901)			2013-14	1.0722		
Contig. Counties	1/1/2012	1/1/2013				Limit
Alpine	1,088	1,087	2012-13			Status
Fresno	938,467	952,166	Limit	24,385,269		New Limit
Inyo	18,431	18,573	Factor	1.0722		Proc Taxes
Madera	146,360	152,711	2012-13			Under (Over) Limit
Mariposa	17,852	18,026	Limit	26,145,885		4,616,793
Mono	14,282	14,493				Less Capital Expenditures
Tuolome	51,243	54,360				Board Approved
Total Pop	1,187,723	1,211,416				\$ 299,403
% Change	1.99					Structure & Improvement Land Acquisition Heavy Equipment
						Under (Over) Limit
						4,916,197
Appropriation Limit for Special Districts						
Under Control of Board of Supervisors						
2013-14						
		725	735			
		Co Serv Area	Co Serv Area			
		#1	#5			Special District (Mono County) Factor
2012-13 Limit		327,655	49,363			CPI
2013-14 Factor		1.0586	1.0586			Pop Change
2013-14 Limit		346,842	52,254			Factor
Subject to Limit		144,865	46,478			1.0586
Under (Over) Limit		201,977	5,775			



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 20, 2013	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS	County Counsel		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	Leslie Chapman
SUBJECT	Lease of County Premises		

AGENDA DESCRIPTION:

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

Lease of County facilities for use of medical clinic.

RECOMMENDED ACTION:

Approve County entry into proposed lease and authorize Chairman to execute said lease on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

Estimated cost is \$98,000.

CONTACT NAME: Roberta Reed

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Proposed Lease](#)

History

Time	Who	Approval
8/6/2013 3:08 PM	County Administrative Office	Yes
8/13/2013 4:05 PM	County Counsel	Yes
8/14/2013 8:21 AM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

P.O. BOX 556, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5490 • FAX (760) 932-5491

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

DATE: July 31, 2013

TO: Honorable Board of Supervisors

FROM: Leslie Chapman, Director of Finance

SUBJECT: Lease with Southern Mono Healthcare District for Operation of the Bridgeport Family Medicine Clinic

RECOMMENDED ACTION:

Approve County entry into proposed lease and authorize Chairman to execute said lease on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

Estimated annual cost \$98,000.

DISCUSSION:

This lease subsidizes the Hospital's costs to staff the Bridgeport clinic. Terms of the new lease are substantially identical to the current lease, except the term will auto renew until 2016 when this contract will need to be looked at again. In addition, the prior lease provided to a 30% discount to provide services to inmates of the Jail while the current lease will provide for a 25% discount. The difference in the discount rate does not immediately translate into a dollar amount as the dollar amount is wholly contingent upon the number of inmates actually needing medical services. The Jail is billed separately and inmate medical costs are factored into the Jail budget. As in the past and remaining the same, the Hospital District will provide new employee physicals at no charge in Mammoth as well as in Bridgeport, and to operate the clinic in Bridgeport for use by the public.

The County published and posted notice of the proposed lease in accordance with the Government code and received only one proposal to lease the premises for clinic purposes: from Mammoth Hospital.

**LEASE AND AGREEMENT BETWEEN THE COUNTY OF MONO AND
THE SOUTHERN MONO HEALTHCARE DISTRICT PROVIDING FOR THE OPERATION
OF THE BRIDGEPORT FAMILY MEDICINE CLINIC IN BRIDGEPORT, CALIFORNIA**

INTRODUCTION

This Lease and Agreement is entered into by and between the County of Mono, a political subdivision of the State of California (hereinafter referred to as "County") and the Southern Mono Healthcare District, a local health care district organized pursuant Health and Safety Code Sections 32000 et seq. (hereinafter referred to as "District"). County and District are collectively referred to herein as the "Parties."

1. The County owns a 14,844 square foot building on Twin Lakes Road in Bridgeport, California (the "Bridgeport Clinic Building" or the "Building"). A floor plan of the Building is attached hereto as Exhibit "A" and incorporated by this reference.
2. The Building was at one time operated by the County as Mono General Hospital. Following closure of the hospital, portions of the Building were leased by a series of private physicians and operated as private health clinics, subsidized in part by the County.
3. Since 2003, the Southern Mono Healthcare District has operated the Bridgeport Family Medicine Clinic (the "Clinic") within the Bridgeport Clinic Building, pursuant to a Lease and Agreement with the County, which includes payment by the County of a portion of the District's cost to operate the Clinic.
4. The County would like the Bridgeport Clinic Building to continue to be utilized as a medical clinic in order that residents and visitors in the Bridgeport area will have access to medical care.
5. Further, the presence of a medical clinic in Bridgeport provides a valuable service to the County by providing medical care to inmates of the Mono County Jail and to County employees.
6. Due to the small population and isolated location of Bridgeport, no medical services (other than those provided or subsidized by the County in the past) have been available within the area for more than 10 years.
7. The District has expressed an interest in continuing to operate its Bridgeport Family Medicine Clinic in the Building, provided that the County continues its payment for a portion of the costs of operation.
8. The County wishes to continue to lease portions of the Bridgeport Clinic Building to the District for use as the Bridgeport Family Medicine Clinic, and to pay a portion of the District's cost to operate the Clinic, under the terms and conditions set forth in this Lease and Agreement, in order to maintain and ensure the availability of medical care in Bridgeport.

Now, therefore, the County of Mono and the Southern Mono Healthcare District do hereby agree as follows:

TERMS AND CONDITIONS

1. TERM

This Lease and Agreement shall take effect on the latter of the dates of its execution by the Parties for an initial period ending on June 30, 2014. Thereafter, this Lease and Agreement shall automatically continue for up to two subsequent one-year periods (i.e., until June 30, 2016), unless either party gives notice, no sooner than ninety (90) calendar days prior to the expiration of a period, of its intention that the Lease and Agreement not continue. This Lease and Agreement shall supersede and replace the Lease and Agreement Between the County of Mono and the Southern Mono Healthcare District entered into on or about September 18, 2012 (the "Prior Agreement").

2. PREMISES AND EQUIPMENT

- a. Premises. The District shall lease from the County that area shown on Exhibit "A" as the Bridgeport Family Medicine Clinic, consisting of approximately 3,177 square feet within the Bridgeport Clinic Building (the "Premises"). The District, its employees, agents, assigns, customers, and licensees shall additionally have the limited, and non-exclusive right to access the Premises during business hours through that portion of the Building identified on Exhibit "A" as the "Entry," and consisting of approximately 432 square feet.
- b. Sublease. The District shall not sublease any portion of the Premises for any purpose.
- c. Entry or Use by the County. The County may, with the consent of the District, use any portion of the Premises for any purpose that is compatible with or in furtherance of the operation of the Bridgeport Family Medicine Clinic. Additionally, the District will permit the County, or an authorized representative of the County, to enter the Premises at all reasonable times or during usual business hours for the purposes of inspection, repairs or reconstruction, or the performance of any work therein that may be necessary or desirable, provided the County gives the District reasonable advanced notice of its intent to enter the Premises which describes the work to be performed. Any such entry shall be subject to and in full compliance with medical and patient privacy laws, including the Health Insurance Portability and Accountability Act (HIPAA).
- d. Equipment.
 - i. **County-owned**. The District shall have use of all equipment, furnishings, and supplies (hereinafter "Equipment") presently located at the Premises and owned by the County for the purposes of performing the services in this Lease and Agreement. An inventory of County-owned Equipment located at the Premises as of the effective date of this Lease and Agreement is attached as Exhibit "B" and incorporated herein by this reference. Such County-owned Equipment (and any Equipment acquired by the County during the Term of this Lease and Agreement and made available to the District for its use in operation of the Clinic) is, and at all times shall remain, the sole and exclusive property of the County. The District will use reasonable care to protect, safeguard, and maintain such items while they are in the District's possession. The District will be

financially responsible for any loss or damage to such items, partial or total. Damages shall be limited to fair market value, not replacement cost. The District is not responsible for damage or wear and tear to such items caused by reasonable and normal use. County shall maintain a list of any equipment, furnishings, and supplies acquired during the Term which are subject to this paragraph.

- ii. ***District-owned.*** Any Equipment and trade fixtures owned by the District prior to the commencement of this Lease and Agreement, or supplied by the District during its Term, shall be the sole and exclusive property of District and shall remain property of the District upon termination. The County shall not be liable for any damage to property or Equipment of the District or of others located on the Premises. County is not responsible or liable for any toxic or hazardous materials storage or disposal.

3. TERMINATION, BREACH, AND SURRENDER OF PREMISES

- a. **Termination.** This Lease and Agreement may be terminated prior to expiration of the Term as follows:
 - i. ***At-will Termination by Either Party.*** Either Party may terminate this Lease and Agreement at will and without cause by providing the other Party with ninety (90) days written notice of its intent to terminate.
 - ii. ***Termination by the County for Cause.*** In the event of violation, breach, or default (hereinafter "Breach") of any term or condition of this Lease and Agreement by the District, which is not corrected within thirty (30) days after written notice thereof from the County (or such longer period as the County may provide), or if the District should vacate or abandon the Premises, then the County may by written notice to the District terminate this Lease and Agreement.
 - iii. ***Termination by the District for Cause.*** In the event of Breach of any term or condition of this Lease and Agreement by the County, which is not corrected within thirty (30) days after written notice thereof from the District (or such longer period as the District may provide), then the District may terminate this Lease and Agreement by providing written notice of termination to the County.
- b. **Surrender of Premises.** Upon any termination of this Lease and Agreement, whether by lapse of time, termination, forfeiture, or otherwise, the District shall surrender immediately possession of the Premises and all improvements within which the same are located to the County in good order, condition and repair, reasonable wear and tear excepted. The District shall remove all furniture, furnishings, equipment, or other items belonging to the District. If any such property shall remain on the Premises after termination, then the County and the District shall mutually determine its disposition, provided that the County may direct the District to remove such property.
- c. **Remedies.** In addition to the remedy of termination described above, in the event of any Breach of this Lease and Agreement that is not corrected within the time provided in the written notice,

the non-defaulting Party may exercise any remedy available at law including, but not limited to, an action for damages or specific performance.

- d. Force Majeure. Delay in the performance of any obligation by either Party under this Lease and Agreement shall be excused to the extent that the delay is occasioned by the other Party, strikes, threats of strikes, blackouts, war, threats of war, bombing, insurrection, invasion, acts of God, calamities, civil commotions, violent action of the elements, snow, fire, action or regulations of any governmental authority, state law, or ordinances, or other matters or things beyond the reasonable control of the obligated Party.

4. CONSIDERATION

As consideration for the lease of the Premises, the District agrees to perform the work and services described in Exhibit "C", attached hereto and incorporated by this reference, in accordance with all federal, state and local laws and regulations governing the operation of a medical clinic, as defined in 22 CCR § 75013. Such laws include, but are not limited to: California Health and Safety Code §§ 1200 et seq., and Division 5, Chapter 7 of Title 22 of the California Code of Regulations.

5. PAYMENT BY COUNTY

- a. Professional Fees. In exchange for the District's provision of the services described in Exhibit "C," and upon receipt of a detailed and itemized report as required by Section 15, County shall pay the District up to \$10,700 per month. Such payment shall be reduced monthly by 51% of the first \$8,000 in gross monthly billing and 20% of any additional gross monthly billing, and shall in no event exceed \$450 per day that the Clinic is in operation in accordance with this Lease and Agreement. Payment to the District by the County shall be in arrears and within fifteen (15) days after receiving an invoice or billing therefor.
- b. Supplies and Equipment Maintenance. Upon the District's submission of an invoice and supporting documentation to the County within twenty-one (21) days of the last day of the calendar month in which such costs were incurred, the County shall, within fifteen (15) days of receipt of the invoice, reimburse the District for the actual costs of paper or linen supplies necessary to operate the Clinic, and for the actual cost of necessary ongoing maintenance of equipment in use by the Clinic, including required biomedical checks.
- c. Energy and Utility Costs. Upon the District's submission to the County of an invoice and supporting receipts, bills, and other documentation demonstrating the actual cost to District for monthly charges for energy and utility (including telephone, telecommunications, and facsimile) charges incurred in the operation of the Clinic, within twenty-one (21) days of the last day of the calendar month in which such bills were paid by the District, the County shall, within fifteen (15) days of receipt of the invoice, reimburse the District for those costs.

6. PAYMENT LIMITS, EXCLUSIONS, AND TAXES

- a. No Additional Consideration. Except as expressly provided in the Lease and Agreement, neither the District nor its employees, agents, officers, or contractors shall be entitled to, nor receive, from the County, any additional consideration, compensation, reimbursement, salary, wages, or other type of remuneration pursuant to this Lease and Agreement. Specifically, the District, its employees, agents, officers, or contractors shall not be entitled, by virtue of this Lease and

Agreement, to consideration in the form of travel expenses, per diem, overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type.

b. Limit Upon Amount Payable. The sum of all payments made by the County to the District under paragraph 5a of this Lease and Agreement shall not exceed \$450 for each full day that the Clinic is operated pursuant to this Lease and Agreement, plus the actual costs of paper or linen supplies, necessary equipment maintenance, and utilities as described in subsections a, b, and c of paragraph 5 (hereinafter referred to as the "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by the District for services or work performed or reimbursement which is in excess of this limit, or which is not timely billed to County as provided herein, unless otherwise approved by County.

c. Federal and State Taxes.

i. **No Withholding**. County will not withhold any federal or state income taxes or social security from any payments made by the County to the District under the terms and conditions of this Lease and Agreement.

ii. **Payment Sole Responsibility of District**. County has no obligation to withhold any taxes or payments from sums paid by the County to the District under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of the District. County has no responsibility or liability for payment of the District's taxes or assessments.

iii. **Reports to IRS**. The total amounts paid by County to District will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

7. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for the District, including its employees, officers, agents, representatives, or contractors, to provide the services and work described in Exhibit "C" must be procured by the District and be valid at all times during which the District provides services pursuant to this Lease and Agreement. Further, during the Term of this Lease and Agreement, such licenses, certificates and permits shall be maintained in full force and effect. Licenses, certificates and permits may include, but are not limited to, professional licenses or certificates, laboratory licenses, driver's licenses and business licenses. Such licenses, certificates and permits will be procured and maintained in force by the District at no expense to the County.

8. STAFF

a. Physicians and other medical staff. It is agreed and understood that the District will retain the services of board certified or eligible independent contractor physicians, nurse practitioners and/or physicians' assistants in primary care specialties as determined by the District sufficient to staff the Clinic as necessary, required by any applicable laws, to meet the demand for medical services in the community and to provide the services set forth in Exhibit "C."

- b. Other support personnel. The District shall employ other such personnel to staff the Clinic in sufficient number and skill level to meet the demand for service in the Clinic and to provide timely access to care by patients and comply with the requirements of Exhibit "C", as determined by the District.
- c. Staff Compensation. The District will pay all payroll, taxes, compensation, remuneration and benefits due its agents and employees and hereby agrees to defend, indemnify, and hold the County harmless for such payments and for any labor-related claims which may arise by virtue of the relationship between the District and its employees and/or contractors.
- d. Benefits. None of the physicians, support personnel, administrative staff, or other persons performing services for District under this Agreement shall have any claim under this Lease and Agreement or otherwise against County for sick leave, vacation pay, retirement benefits, social security, worker's compensation, disability, unemployment insurance or employee benefits of any kind.

9. BUILDING MAINTENANCE AND JANITORIAL SERVICE

- a. Maintenance. The County will provide snow removal services and general building and grounds maintenance and repair for the Premises as determined by the County and the District to be necessary for the operation of the Clinic. Maintenance shall include periodic floor stripping and waxing. Requests by the District for maintenance services by the County shall be made in writing to the Director of Public Works, and shall be timely acted upon by the County.
- b. Janitorial Service. The County shall provide janitorial services for the Premises and will maintain the Premises in such condition as required by Division 5, Chapter 7 of Title 22 of the California Code of Regulations, commencing with section 75001.

10. BUILDING UPGRADE OR REPLACEMENT AND ALTERATIONS/SIGNAGE

- a. Building Upgrade or Replacement. The County and the District acknowledge that the County has conducted an engineering analysis and feasibility study with respect to upgrading the Bridgeport Clinic Building. The analysis recommends replacement of the existing building. In the event the County determines to proceed with reconstruction and/or replacement of the existing building during the Term of this Lease and Agreement, the Parties will meet and confer regarding the proposed work, and to develop a plan, if possible, pursuant to which the District will continue to provide the services set forth in Exhibit "C" during any period of demolition and construction. If a plan for the continued provision of services during that period is not agreed upon, then this Lease and Agreement may be suspended by either Party, upon thirty (30) days written notice to the other Party, or may be terminated in accordance with paragraph 1.a. Any suspension pursuant to this paragraph shall end upon the District's re-occupancy of the Building.
- b. Alterations and Signage. The District shall not make or cause to be made any alterations, additions, or improvements to the Building within which the Premises are located, or install or cause to be installed any exterior signs, lighting, decorations, lettering, advertising, or shades or awnings, without first obtaining the County's written approval, which approval shall not be unreasonably withheld.

11. WORKER'S COMPENSATION

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

12. INSURANCE

a. County

- i. General Liability. The County will procure, and maintain during the entire Term of this Agreement, a policy of Comprehensive General Liability Insurance covering the Premises. Such policy shall provide limits of not less than \$1,000,000 combined single limit (CSL) per occurrence.
- ii. Property Insurance. The County will procure and maintain during the Term of this Agreement, a policy for Property Insurance against financial loss resulting from destruction of property by insured perils such as fire.
- iii. The District shall be an additional or additionally named insured under these policies.

b. District

- i. General Liability. District shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the work and services to be performed by District under this Agreement. Such insurance policy will have a per occurrence combined single limit coverage of not less than \$1,000,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by District under this Agreement. The required policy of insurance will be issued by an insurer authorized to sell such insurance by the State of California, and having at least a "Best's" policyholder's rating of "A" or "A+." County will be named as "an additional named insured" on this policy. District will provide the County a copy of the policy and a certificate of insurance showing the County as "an additional named insured" and indicating that the policy will not be terminated, canceled, or modified without thirty (30) days written notice to the County.
- ii. Professional Liability/Medical Malpractice Insurance. District shall provide professional liability/Medical Malpractice insurance in the amount of not less than ten million dollars (\$10,000,000.00) to cover the work and services set forth in Exhibit "C" that is provided by District during the term of this Lease and Agreement. Proof of such insurance shall be provided to County at least ten (10) days prior to the start of any work by District. If professional liability coverage is written on a claims-made form:

- a. The "retro Date" must be shown, and must be before the date of the contract of the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
 - c. 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, the District must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- iii. Property/Business Interruption Insurance. District shall provide property/business interruption insurance written on an All Risk or Special Cause of Loss Form at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, files and paperwork, movable partitions, furniture, merchandise and other personal property within the Premises ("Tenant's Property") and any leasehold improvements performed by or for the benefit of Tenant;

13. DEFENSE AND INDEMNIFICATION

- a. By District. The District shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs including litigation costs and attorney's fees, arising out of, resulting from or in connection with negligent or wrongful acts by the District or its employees, officers or agents that are for any reason not subject to coverage under, or exceed the coverage limits of, any of the policies of insurance required by this Agreement – or which would have been covered, but for actions of the District (including but not limited to failure to report). The District shall also defend, indemnify, and hold the County, its agents, officers and employees as provided in paragraph 8.c. The District shall promptly notify the County of any claim, demand, or other action involving this Lease and Agreement, or the services provided hereunder.
- b. By County. The County shall defend, indemnify, and hold harmless the District, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs including litigation costs and attorney's fees, arising out of, resulting from or in connection with negligent or wrongful acts by County or its employees, officers or agents that are for any reason not subject to coverage under, or exceed the coverage limits of, any of the policies of insurance required by this Agreement – or which would have been covered, but for actions of the County (including but not limited to failure to report). The County shall promptly notify the District of any claim, demand, or other action involving this Lease and Agreement.
- c. Survival of Provisions. The obligations set forth in this paragraph 12 of each Party to defend, indemnify, and hold the other party harmless as provided herein shall survive any suspension or termination of this Lease and Agreement and shall additionally apply to all claims, damages, losses, liabilities, expenses and other costs arising out of or resulting from the actions of the

Parties pursuant to the Prior Agreement between the County and the District for operation of the Bridgeport Family Medicine Clinic.

14. STATUS OF DISTRICT

No acts of the District, its agents, or employees relating to the performance of this Lease and Agreement, shall be performed as agents or employees of the County. The District, by virtue of this Lease and 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 proved by law or set forth in Exhibit "C." No agent or employee of the County is to be considered an employee of the District. It is understood by both the District and the County that this Lease and Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. At no time shall agents, officers or employees of the District represent themselves as employees, officers, or agents of the County.

15. RECORDS, BILLING AND AUDIT

a. Records.

- i. **Preparation.** The District shall prepare the following monthly financial reports and statistical data for the Bridgeport Family Medicine Clinic:
 - a. Summary of professional liability claims received.
 - b. Summary of gross billing amounts including number of patient visits classified by level of service billed.
 - c. Schedule of days of operation for the month.
 - d. Itemized reimbursable expenses as set forth above.
 - e. Any other reports or data reasonably requested by County.
- ii. **Submission to County.** The District shall submit the above information to the County twenty-one (21) days after the end of each calendar month during the Term of this Lease and Agreement.
- iii. **Maintenance of Records.** The District shall prepare and maintain all records required by the various provisions of this Lease and Agreement as well as those required by any federal or state agency or regulatory body. The District shall maintain those records, along with the records described above, for a minimum of six (6) years from the date they were created. This obligation shall additionally apply to any records prepared by the District pursuant to the Prior Agreement, which shall be maintained for a minimum of six (6) years from the date they were created. The District may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs or other authentic reproduction of such records.

b. Patient Billing and Collections.

- i. **Billing.** All services, medicines, or devices provided by the District to patients shall be billed to patients by the District and the collection thereof shall be District's sole responsibility.
- ii. **Collections.** All accounts receivable generated by the District and receipts collected are and shall remain the property of District.
- iii. **Charges.** Charges for services provided under this Lease and Agreement shall be consistent with the usual and customary charges for like services in California. The District may enter into contracts for the purpose of serving insured or managed care patients.
 - a. Inspections and Audits. Except as prohibited or limited by patient confidentiality and privacy laws, including without limitation, HIPAA, any authorized representative of the County shall have access to any books, documents, papers, or records of the District pertaining to the operation of the Bridgeport Family Medicine Clinic including, but not limited to, financial records, which the County determines to be pertinent to this Lease and Agreement, for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by the District. Further, the County has the right, at all reasonable times and subject to the protection of patient privacy, to audit, inspect or otherwise evaluate the work performed or being performed under this Lease and Agreement.

16. MEDICAL RECORDS AND CONFIDENTIALITY

All patient medical records developed by the District during the Term of this Lease and Agreement, the Prior Agreement, or transferred to the District pursuant to a signed Authorization to Release Medical Information form signed by the patient, shall be the property of the District and shall remain under the exclusive care, custody, and control of the District. The District shall comply with all patient confidentiality laws (including, but not limited to the Health Insurance Portability and Accountability Act of 1996 "HIPAA" and the California Confidentiality of Medical Records Act) relative to the use and storage of patient information and records. District shall comply with the Business Associate Agreement attached hereto as Exhibit "D" and incorporated by this reference.

17. ASSIGNMENT

The County has relied upon the skills, knowledge, experience and training of the District as an inducement to enter into this Lease and Agreement. The District shall not assign, sublease, or subcontract this Lease and Agreement, or any part of it, without the express written consent of the County. Further, the District shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

18. REMEDIES CUMULATIVE

Any and all remedies provided by this Lease and Agreement, by operation of law, or otherwise, shall be deemed to be cumulative, and the choice or implementation of any particular remedy shall not be deemed to be an election of remedies to the mutual exclusion of any other remedy provided for herein, by operation of law, or otherwise.

19. ATTORNEY'S FEES

In the event any action at law or in equity is initiated to enforce or interpret the terms of this Agreement, or arises out of or pertains to this Agreement, each Party shall bear the costs of its own attorneys' fees.

20. NOTICES

Any notices to be given by either Party pursuant to this Lease and Agreement shall be in writing and shall be transmitted either by (1) personal delivery, (2) mail, registered or certified, posted prepaid with return receipt requested, (3) by an overnight delivery service (e.g. Federal Express), (4) by facsimile transmission with a transmission confirmation and follow-up copy by regular mail, first class postage prepaid, or (5) by email transmission with a follow-up copy by regular mail, first class postage prepaid. Overnight delivery or mailed notices shall be addressed to the parties at the addresses listed below. Facsimile notices shall be transmitted to the facsimile numbers listed below. Email notices shall be transmitted to the email addresses listed below. Each party may change the address, facsimile number, or email listed below by giving written notice in accordance with this paragraph. In the event of any mailing no in conjunction with facsimile or email notice, notice shall be deemed given on the 3rd day after deposit. In the event of facsimile or email notice, notice shall be deemed given when sent. The addresses and facsimile telephone numbers of the parties are as follows:

SOUTHERN MONO HEALTHCARE DISTRICT
Attn: Gary Myers, Interim Chief Executive Officer
P.O. Box 660
Mammoth Lakes, CA 93546
Facsimile Telephone No.: 760-924-4006
Email: gary.myers@mammothhospital.com

MONO COUNTY
Attn: Jim Leddy, County Administrative Officer
P.O. Box 696
Bridgeport, CA 93517
Facsimile Telephone No.: 760-932-5410
Email: jleddy@mono.ca.gov

21. INTEGRATION

It is intended by the parties that this Lease and Agreement be the final expression of the intentions and agreements of the parties. This Lease and Agreement supersedes any and all prior or contemporaneous agreements, either oral or in writing, between the parties hereto and contains all of the covenants and agreements between the parties. No other agreements, representations, inducements or promises, not contained in this Lease and Agreement shall be valid or binding.

22. AMENDMENT

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

23. BINDING EFFECT

This Lease and Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and permitted assigns of each of the Parties hereto.

24. SEVERANCE

In the event any term or provision of this Lease and Agreement is deemed to be in violation of law, null and void, or otherwise of no force or effect, the remaining terms and provisions of this Lease and Agreement shall remain in full force and effect.

25. GOVERNING LAW, VENUE

This Lease and Agreement shall be interpreted under the laws of the State of California; exclusive venue for any legal action shall be Mono County, California.

26. EFFECT OF WAIVER

No waiver of any breach of any term, covenant, agreement, restriction, or condition of this Lease and Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant, agreement, term, restriction or condition of this Lease and Agreement. The consent or approval of either party to or of any action or matter requiring consent or approval shall not be deemed to waive or render unnecessary any consent to or approval of any subsequent or similar act or matter.

27. JOINT PREPARATION

This Lease and Agreement shall be deemed to be jointly prepared by all parties hereto. In connection therewith, the provisions of Civil Code Section 1654 shall not be deemed applicable in the event of any interpretation of this Agreement.

28. ENFORCEMENT

Enforcement of any provision of this Agreement shall be by proceedings at law or in equity against any persons or entities violating or attempting to violate any promise, covenant or condition contained herein, either to restrain violation, compel action and/or to recover damages.

29. TIME

Time is expressly declared to be of the essence of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, _____.

COUNTY

DISTRICT

By: _____

By: _____

Dated: _____

Dated: _____

Approved as to legal form:

By: _____

By: _____

Dated: _____

Dated: _____

Approved as to insurance requirements:

By: _____

By: _____

Dated: _____

Dated: _____

Exhibit "A"

**LEASE AND AGREEMENT BETWEEN THE COUNTY OF MONO AND THE
SOUTHERN MONO HEALTH CARE DISTRICT PROVIDING FOR THE OPERATION OF
THE BRIDGEPORT FAMILY MEDICINE CLINIC IN BRIDGEPORT, CALIFORNIA**

**TERM: DATE OF EXECUTION THROUGH JUNE 30, 2014,
AND AS RENEWED UNTIL JUNE 30, 2016**

FLOOR PLAN (BUILDING AND PREMISES)

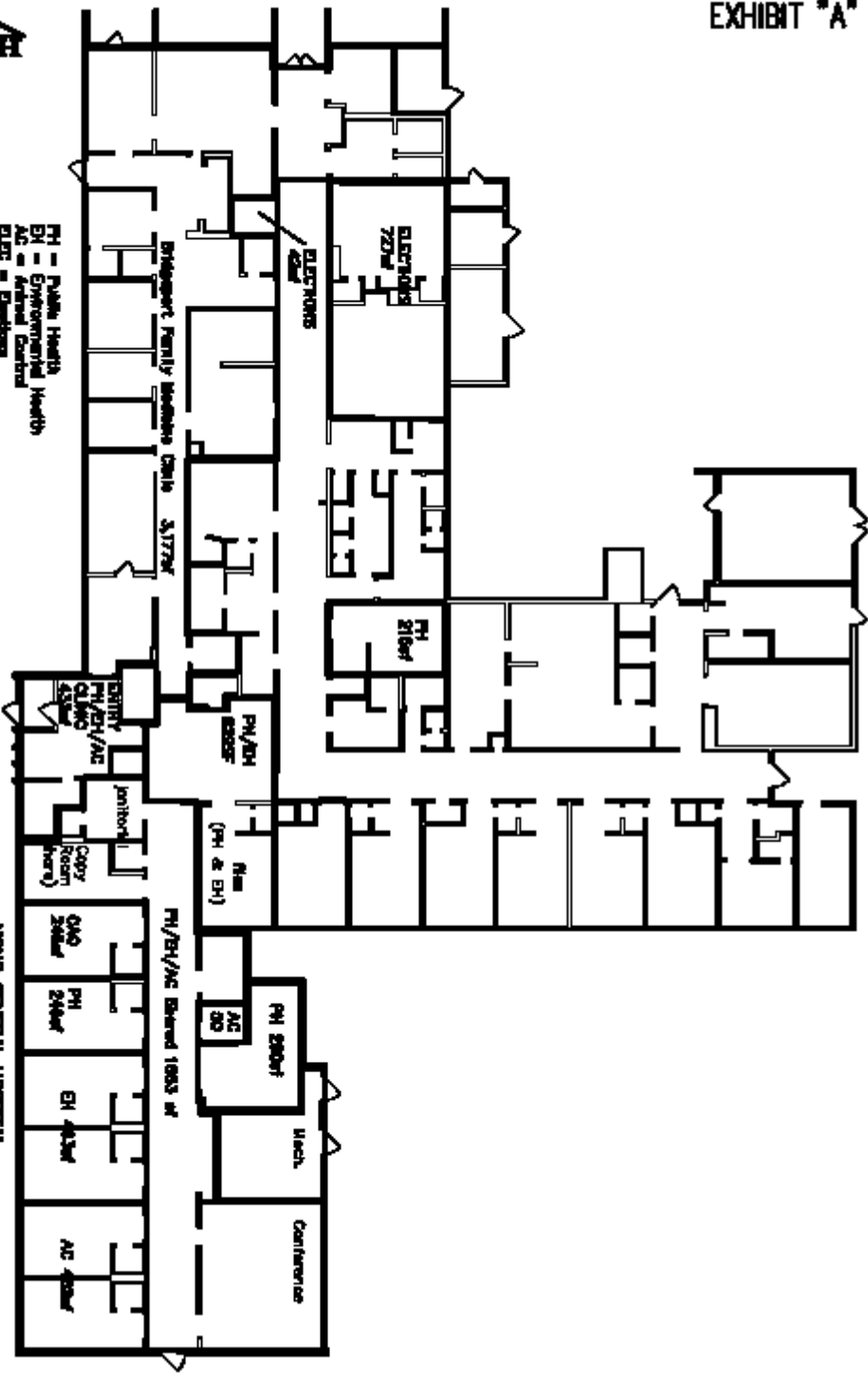
See attached

EXHIBIT "A"



- PH - Public Health
- EH - Environmental Health
- AC - Animal Control
- ELDC - Elections
- QAO - County Administrative Office
- ELAC - Bridgport Family Medicine Clinic

MONROE GENERAL HOSPITAL
SPACE ALLOCATION 5/4/09



TWIN LAKES ROAD

Exhibit "B"

**LEASE AND AGREEMENT BETWEEN THE COUNTY OF MONO AND THE
SOUTHERN MONO HEALTH CARE DISTRICT PROVIDING FOR THE OPERATION OF
THE BRIDGEPORT FAMILY MEDICINE CLINIC IN BRIDGEPORT, CALIFORNIA**

COUNTY-OWNED EQUIPMENT

X-ray, fluoroscopy, C-Arm, General Electric, Monitrol /15, 1970

Hemoglobin Analyzer, Roche, Cobas Mira, 2001

Patient Monitor, FS Medical, 112 Fetal Monitor,1990

Note, the District has informed the County that it does not make use of the above-listed equipment and has requested that the County remove it from the Premises. County agrees to do so as soon as reasonably practicable. Accordingly, and upon removal of the above-listed equipment from the Premises by County, there shall be no "County-Owned Equipment" on the Premises. The County shall send written notice of the removal to the District within thirty (30) calendar days.

Exhibit "C"

**LEASE AND AGREEMENT BETWEEN THE COUNTY OF MONO AND THE
SOUTHERN MONO HEALTH CARE DISTRICT PROVIDING FOR THE OPERATION OF
THE BRIDGEPORT FAMILY MEDICINE CLINIC IN BRIDGEPORT, CALIFORNIA
TERM: DATE OF EXECUTION THROUGH JUNE 30, 2014,
AND AS RENEWED UNTIL JUNE 30, 2016**

SCOPE OF WORK

District shall:

1. Provide medical services to the public, regardless of ability to pay, within the Bridgeport Clinic building in Bridgeport, California a minimum of three (3) 8-hour days per week in conformance with the standards of the California Department of Health Services. The District shall use best efforts to operate the Clinic on consistent days and hours during the term of this Agreement.
2. Provide medical services to the inmates of Mono County Jail during the days of normal clinic operation, including making jail medical rounds three days per week with an additional day, if requested by the County . Such services shall be at no charge to the inmates and without any additional charge to the County. District may bill any third party insurance or governmental payor programs, as allowed by State and Federal regulations (e.g. Medicare, Medi-Cal, etc.) for services provided to inmates. District shall provide emergency room and other in-hospital services to inmates at a 25% discount off standard rates, unless and until such time as a Contract for Inmate Medical Services between Mono County and the District is approved by the parties, at which time, the terms of the later agreement shall govern.
3. Provide pre-employment physicals and fitness-for-duty exams to Mono County employees at District facilities in Bridgeport or Mammoth Lakes without charge to the employees and without any additional charge to the County.
4. Provide point-of-care laboratory waived testing in accordance with CLIA guidelines as well as lab draw and collection services.
5. Arrange for the transfer of patients to higher levels of care in accordance with the standards and requirements of the Inland Counties Emergency Medical Authority (ICEMA) and the Exclusive Operating Area Plan (EOA) for Mono County.
6. Provide and maintain such supplies of medications and medical and surgical supplies consistent with the provision of healthcare in a rural family medical practice clinic.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 20, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Appointment to Area Board #12		

AGENDA DESCRIPTION:

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

Appointment of Tania Ramos to the State Council on Developmental Disabilities Area Board #12, located in San Bernardino, CA. This will be a three year term, beginning August 20, 2013 and expiring August 20, 2016. Supervisor Johnston has agreed to sponsor this item.

RECOMMENDED ACTION:

Appoint Tania Ramos to the State Council on Developmental Disabilities Area Board #12 beginning August 20, 2013 and Expiring August 20, 2016.

FISCAL IMPACT:

None.

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

[Area 12 Staff](#)

[Ramos interest](#)

History

Time	Who	Approval
8/6/2013 3:03 PM	County Administrative Office	Yes
8/13/2013 2:55 PM	County Counsel	Yes
7/25/2013 6:06 PM	Finance	Yes



Larry Johnston □ District One Fred Stump □ District Two Tim Alpers □ District Three
Tim Fesko □ District Four Byng Hunt □ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

Lynda Roberts, Clerk of the Board

To: Honorable Board of Supervisors

From: Shannon Kendall, Sr. Deputy Clerk

Date: August 20, 2013

Subject

Appointment of Tania Ramos to the State Council on Developmental Disabilities Area Board #12, located in San Bernardino, CA.

Recommendation

Appoint Tania Ramos to the State Council on Developmental Disabilities Area Board #12. This will be a three year term, beginning August 20, 2013 and expiring August 20, 2016.

Discussion

The clerk's office recently received a resume from Tania Ramos that was submitted to Area Board #12, as her interest in serving on this Board. Pursuant to California Welfare and Institutions Code Section 4546(a) (see attached), the Board of Supervisors – or governing body of each county – appoints members to this Board. Therefore, the Mono County Board of Supervisors has the authority to appoint individuals to Area Board #12.

Fiscal Impact

None.



Area Board XII

RECEIVED JUL 22 2013

Office of the California State Council on Developmental Disabilities

To protect and advocate for the civil, legal and service rights of persons with developmental disabilities.

RESUME OF PERSON INTERESTED IN SERVING AS A MEMBER OF AREA BOARD #12

NAME: Tania Ramos PHONE: (760) 709-1533

HOME ADDRESS:
262 Muzevita St / PO Box 1351 Mammoth Lakes CA 93546

PROFESSION/OCCUPATION:
Micro Enterprise / Self employed

WORK TELEPHONE: (760) 873-8668 EMAIL: execdir@inabstars.org

I HAVE DEMONSTRATED INTEREST AND LEADERSHIP IN HUMAN SERVICES
ACTIVITIES AND I AM: (CHECK ONE)

A person with a developmental disability Immediate relative, legal guardian or conservator of a person with a developmental disability A representative of the general public

ATTACHED IS A BRIEF RESUME OF EMPLOYMENT, EDUCATION, AND ACTIVITIES: (Yes)

I AM WILLING TO SERVE AND HAVE ATTACHED A STATEMENT CONCERNING
WHY I WISH TO SERVE ON THE BOARD AND WHY I BELIEVE I AM QUALIFIED:
 (Yes)

I AM NOT CURRENTLY EMPLOYED AS A PROVIDER OF SERVICE TO PERSONS WITH
DEVELOPMENTAL DISABILITIES OR A MEMBER OF THE GOVERNING BOARD OF ANY ENTITY
PROVIDING SUCH SERVICE WHICH IS FUNDED IN WHOLE OR IN PART WITH
STATE FUNDS.

True (If other than true, please explain on a separate sheet.)

Tania Ramos
Signature

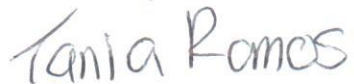
7/17/13
Date

7/17/13

To whom this may concern,

I, Tania Ramos is interested to be part of the board because I would like to be an advocate for people of Mono County. I have lived in Mono County for 11 years and would like to give back to my community. For any questions I could be reached at 760-709-1533. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Tania Ramos". The letters are cursive and somewhat slanted to the right.

Tania Ramos

Tania Ramos

P O Box 1351
Mammoth Lakes
CA 93546
760-709-1533
execdir@imahstars.org

Objective

My career goal is to become a fashion designer or artist

Employment History

Tania's Treats, Micro-Enterprise Business Entrepreneur

2011 – present, Inyo-Mono Association for the Handicapped, Bishop, CA

- Prepare popcorn for sale. Clean up machine at end of day.
- Set up sno cone machine, organize toppings, get supplies ready
- Tally sales and count out money

Stock Clerk, Customer Service, Cashier

2010 – 2011, IMAH's Sierra Thrift Mall, Bishop, CA

- Stock store shelves, sort donations
- Ring up sales and bag purchases

Waitress

2007 – 2012, Jazz U Believe, Mammoth Lakes, CA

- Served food and drinks
- Bussed tables

Front Desk Clerk

2012, Quality Inn, Mammoth Lakes, CA

- Answered phones
- Greeted guests

Teacher's Aid

2009, Mammoth High School, Mammoth Lakes, CA

- Worked with students with developmental disabilities
- Helped students with school work

Education

2009 – 2012, Cerro Coso Community College, Mammoth Lakes, CA

- English and Drawing

2005 - 2009, Mammoth High School, Mammoth Lakes, CA

References

References available upon request

California Welfare And Institutions Code Section 4546

After January 1, 2003, area boards shall be comprised as follows: (a) For areas consisting of one to four counties, the area board shall consist of a total of 12 voting members appointed by the governing bodies of the counties, each county appointing an equal number of voting members, and five voting members appointed by the Governor. (b) For areas consisting of five to seven counties, the area board shall consist of two voting members appointed by the governing body of each county, and five voting members appointed by the Governor. (c) For areas consisting of eight or more counties, the area board shall consist of one voting member appointed by the governing body of each county, and five members appointed by the Governor. Of the members first appointed, five shall serve for one year, five shall serve for two years, and the remaining members shall serve for three years. Subsequent members shall serve for three years. In counties with a population of more than 100,000, no member shall serve more than two consecutive three-year terms. (d) The governing bodies of the counties in each area shall select their appointees from among the following groups, and, to the extent feasible, in the following proportions: (1) Sixty percent from persons with developmental disabilities or the immediate relatives, guardians, or conservators of these persons. (2) Forty percent from representatives of the general public. (e) The appointments made by the Governor shall meet the requirements of paragraph (1) of subdivision (b) of Section 4521. (f) (1) Prior to making their appointments, the Governor and the governing bodies of counties shall request recommendations from professional organizations, from organizations within the area representing persons with developmental disabilities, and from organizations and agencies within the area that deliver services to these individuals. (2) In making their appointments, the Governor and the governing bodies of counties shall appoint persons who have demonstrated interest and leadership in human service activities. (g) (1) In order to prevent any potential conflicts of interest, voting members of area boards shall not be employees of a state, local, or private agency or facility that provides service to a person with a developmental disability, or be members of the governing board of any entity providing this service, when the service is funded in whole or in part with state funds. (2) For purposes of this section "employees of a state, local, or private agency or facility that provides services to a person with a developmental disability" shall not be deemed to include any of the following: (A) A parent, relative, guardian, or conservator who receives public funds expressly for the purpose of providing direct services to his or her child, relative, ward, or conservatee, respectively, who is a person with a developmental disability. (B) A person with a developmental disability who receives employment services through a provider receiving state or federal funds. (C) A person who serves as a member of the state council. (h) The Governor shall give consideration to the relative populations of the counties within the area in selecting appointees to the area boards. (i) A member may continue to serve following the expiration of his or her term until the Governor or appointing body of the county appoints that member's successor. The state council shall notify the Governor or the appointing body of the county regarding membership requirements of the area boards and shall notify the Governor or the appointing body of the county at least 60 days before a member's term expires, and when a vacancy on an area board remains unfilled for more than 60 days. (j) All members of the area board shall be residents of the area. (k) The members of an area board shall serve without compensation, but shall be reimbursed for any actual and necessary expenses incurred in connection with the performance of their duties as members of the board or of committees established by the board.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 20, 2013	DEPARTMENT	Human Resources
ADDITIONAL DEPARTMENTS	CAO		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Greenberg Employment Agreement (IT Director)		

AGENDA DESCRIPTION:

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

Proposed resolution approving an employment agreement with Nate Greenberg and prescribing the compensation, appointment, and conditions of said employment. Mr. Greenberg is currently the County's Geographic Information System (GIS) Coordinator and Digital 395 Project Manager. Under this agreement, Mr. Greenberg would become the County's new Information Technology (IT) Director and would also continue to serve as the County's Digital 395 Project Manager.

RECOMMENDED ACTION:

Adopt Resolution R13-___, approving an employment agreement with Nate Greenberg and prescribing the compensation, appointment, and conditions of said employment.

FISCAL IMPACT:

The Information Technology Manager position costs a total of \$154,440.14 for 11 months of 2013-2014 which is fully budgeted. The components include: \$101,420.00 in salary; PERS - \$19,180.33 and benefits costs of \$33,839.60.

CONTACT NAME: jledy@mono.ca.gov

PHONE/EMAIL: (760) 932-5414 / jledy@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](#)

[Information Technology Manager Contract Cover Memo](#)

[Greenberg resolution](#)

[Greenberg contract](#)

History

Time	Who	Approval
8/13/2013 7:13 PM	County Administrative Office	Yes
8/13/2013 3:03 PM	County Counsel	Yes
8/14/2013 8:24 AM	Finance	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Lynda Roberts
Clerk of the Board
760-932-5538
lroberts@mono.ca.gov

Linda Romero
Assistant Clerk of the Board
760-932-5534
lromero@mono.ca.gov

To: Honorable Board of Supervisors
From: Jim Leddy, County Administrative Officer
Date: August 6, 2013

Subject:

Proposed resolution approving an employment agreement with Nate Greenberg and prescribing the compensation, appointment, and conditions of said employment. Mr. Greenberg is currently the County's Geographic Information System (GIS) Coordinator and Digital 395 Project Manager. Under this agreement, Mr. Greenberg would become the County's new Information Technology (IT) Manager and would also continue to serve as the County's Digital 395 Project Manager with an effective date of August 6, 2013 pending Board approval of the contract.

Recommendation

Adopt Resolution R13-___, approving an employment agreement with Nate Greenberg and prescribing the compensation, appointment, and conditions of said employment.

Background

With the retirement of Clay Neeley as Director of Information Technology, the County performed an internal recruitment for his successor. There were three candidates and Nate Greenberg scored as the number one ranked candidate from the pool. The County typically performs a full external recruitment for vacant positions. This position was recruited through an internal only process as is the County's purview.

Discussion

Nate Greenberg is recommended for Information Technology Manager and as Mono County's Digital 395 Project Manager. It is expected that the Digital 395 duties will diminish as the project is completed.

Fiscal Impact

The Information Technology Manager position costs a total of \$154,440.14 for 11 months of 2013-2014 which is fully budgeted. The components include: \$101,420.00 in salary; PERS - \$19, 180.33 and benefits costs of \$33, 839.60.



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RESOLUTION NO. R13-

**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**

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement re Employment of Nate Greenberg, 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. Greenberg. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

AGREEMENT RE EMPLOYMENT OF NATE GREENBERG

This Agreement is entered into this 20th day of August, 2013, by and between Nate Greenberg and the County of Mono.

I. RECITALS

The County currently employs Mr. Greenberg as its GIS Coordinator and Digital 395 Project Manager on a full-time basis pursuant to a contract dated April 10, 2012. The County now wishes to employ Mr. Greenberg as its Information Technology (IT) Director and Digital 395 Coordinator on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Greenberg wishes to accept such continued employment with the County on said terms and conditions. As stated in his prior contract, the parties still envision that the role of Digital 395 Project Manager may be temporary in nature and Mr. Greenberg continues to understand that, if and when the County determines (in its sole discretion) that it no longer needs Mr. Greenberg to serve as Digital 395 Project Manager, then his employment will continue as solely the IT Director under the terms and conditions of this Agreement.

The Digital 395 project is a multi-year effort that will bring high speed broadband capabilities to the Eastern Sierra between Ridgecrest and Carson City. The project entails the installation of a high capacity fiber optic backbone, as well as 'last-mile' installations to key anchor facilities that include Mono County Offices. The Digital 395 Project Manager helps to oversee the County's interest in this project where necessary, and works with service providers to help establish additional 'last mile' connections for the general public. Examples of duties performed by the Digital 395 Project Manager include but are not limited to:

- Representing and upholding the County's best interests during the development and installation of D395;
- Representing the County as part of the Eastern Sierra Connect Regional Broadband Consortium Board of Directors;
- Working with Praxis, California Broadband Cooperative, and other vendors/entities as needed;
- Working with Last Mile/Internet Service Providers to encourage utilization of D395 resources and development of service connections for the general public
- Look at other opportunities with respect to Digital 395, including economic development and public safety; and
- Providing regular updates to the County Board of Supervisors.

II. AGREEMENT

1. The term of this Agreement shall be August 20, 2013, until August 20, 2015,

unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Greenberg in writing no later than February 20, 2015, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Greenberg shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Mr. Greenberg that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Greenberg as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another two years on the same terms in effect at the time of renewal.

2. Commencing August 20, 2013, Mr. Greenberg shall be employed by Mono County as its IT Director and Digital 395 Project Manager, serving at the will and pleasure of the County Administrative Officer in accordance with the terms and conditions of this Agreement. Mr. Greenberg accepts such employment. The County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Mr. Greenberg's employment.
3. Effective August 20, 2013, Mr. Greenberg's initial salary while he serves in the dual capacities of IT Director and Digital 395 Project Manager shall be \$9,145 per month (prorated for the month of August based on the effective date of this change in status). If and when the County notifies Mr. Greenberg that it no longer needs him to serve as Digital 395 Project Manager (but rather to serve solely as the IT Director), then his base salary shall reduce to \$8,200 per month; provided, however, that County shall provide Mr. Greenberg with at least sixty (60) days advance notice of any such salary reduction. During each calendar year commencing with 2014, the Board of Supervisors may increase or decrease Mr. Greenberg's then-current salary in its discretion; provided, however, that the Board shall not decrease his salary by more than two percent (2%) during any one calendar year. In exercising its discretion to increase or decrease Mr. Greenberg's salary, the Board may consider the survey and cost-of-living-adjustment principles of the County's management compensation policies (most recently amended by Board Resolution R10-74), but Mr. Greenberg's salary and compensation shall not be formally governed by such policies and thus, among other things, he shall not be eligible at any time to receive "performance pay" under those policies. Mr. Greenberg understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County.
4. Mr. Greenberg shall earn and accrue vacation and sick leave in accordance with

the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall continue to be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Greenberg understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Note: Because Mr. Greenberg was already receiving merit leave in his prior employment contract, this Agreement shall not add to or take away from his existing merit leave balance for calendar year 2013.)

5. To the extent deemed appropriate by the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Greenberg's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Greenberg 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 (currently 2.7% at 55 for Mr. Greenberg), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R13-46 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.
7. Mr. Greenberg 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. Greenberg 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. Greenberg' regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

8. Consistent with the "at will" nature of Mr. Greenberg' employment, the County Administrative Officer may terminate Mr. Greenberg's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Greenberg understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his discretion, take during Mr. Greenberg's employment.
9. In the event of such a termination without cause, Mr. Greenberg shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Mr. Greenberg shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Greenberg shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Greenberg that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation (i.e., it does not include any other compensation, including but not limited to any temporary performance or merit pay).
10. Notwithstanding the foregoing, Mr. Greenberg shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline him on or about the time he gives him notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Greenberg 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.

11. Mr. Greenberg 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. Greenberg shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Greenberg and specifically supersedes the prior agreement between the parties dated April 10, 2012. Consistent with Mr. Greenberg's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Greenberg may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Greenberg's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. 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. Greenberg'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. Greenberg's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Mr. Greenberg acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Greenberg 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 her right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

///
///

III. EXECUTION:

This Agreement shall be deemed executed as of August 20, 2013.

NATE GREENBERG

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 20, 2013	DEPARTMENT	County Counsel
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Adoption of 2013 MCPE MOU		

AGENDA DESCRIPTION:

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

Proposed resolution adopting and approving a memorandum of understanding between the County and Local 39, Exclusively Recognized Employee Organization Representing the Mono County Public Employees (MCPE) Bargaining Unit.

RECOMMENDED ACTION:

Adopt Resolution R13-___, adopting and approving a memorandum of understanding between the County and Local 39, Exclusively Recognized Employee Organization Representing the Mono County Public Employees (MCPE) Bargaining Unit.

FISCAL IMPACT:

No significant change to the existing budgeted costs for affected employees.

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

- [Staff Report](#)
- [Resolution](#)
- [Exhibit A](#)

 [Attachment 1 to MOU \(1 of 2\)](#)

 [Attachment 1 to MOU \(2 of 2\)](#)

History

Time	Who	Approval
8/13/2013 7:12 PM	County Administrative Office	Yes
8/13/2013 3:03 PM	County Counsel	Yes
8/14/2013 8:25 AM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsel
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Legal Assistant
Jennifer Senior

TO: Board of Supervisors
FROM: John-Carl Vallejo
DATE: 08/20/2013
RE: Ratification of 2013 Tentative MCPE MOU

Recommendation:

Adopt proposed Resolution.

Fiscal/Mandates Impact:

[To be determined by Finance]

Discussion:

As the Board is aware, the County has concluded negotiations with Local 39, the exclusively recognized employee organization representing Mono County Public Employees (MCPE) bargaining unit. Subjects of negotiation included a new Memorandum of Understanding for the period of January 1, 2013, through December 31, 2013, and also a revision of the County's personnel rules. From an economic standpoint, the MOU is understood to be a "status-quo" deal, which includes changes previously agreed to since the adoption of the last MOU. Such changes include:

- Providing Animal Control employees with a set uniform allowance instead of the County purchasing and maintaining uniforms or reimbursing said employees for the purchase and maintenance of those uniforms;
- Inclusion into our retirement benefit provisions of the mandates set forth in what is commonly referred to as California's "Pension Reform;"
- Removal of the "me-too" clause in the provision freezing step-increases;
- Setting Holiday Pay for all employees scheduled to work on a County Holiday (note that this was expanded to include a handful of employees not previously receiving Holiday Pay for working on a County Holiday);

- Providing options for an employee to work a non-standard schedule (but still a 40-hour time commitment) during a week on which a County Holiday falls;
- Allowing the educational incentive to apply to job-related courses for certifications, licensures, CEU's, and online courses;

The MOU also includes revisions to the personnel rules relating to personnel matters and grievances.

If you have any questions regarding this item, please call me at 760.924.1712.



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RESOLUTION NO. R13-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING AND APPROVING
A MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY AND LOCAL 39,
THE EXCLUSIVELY RECOGNIZED EMPLOYEE ORGANIZATION
REPRESENTING THE MONO COUNTY PUBLIC EMPLOYEES (MCPE)
BARGAINING UNIT**

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; and

WHEREAS, the County is required by the Meyers-Milias-Brown Act (Section 3500 et seq. of the Government Code) to meet and confer with recognized employee organizations before changing the terms and conditions of employment applicable to the employee classifications represented by those organizations; and

WHEREAS, County representatives and the I.U.O.E., Stationary Local 39 ("Local 39"), who is the exclusively recognized employee organization representing the Mono County Public Employees (MCPE) bargaining unit, met, conferred, and reached mutually-acceptable terms for a proposed Memorandum of Understanding (MOU), a copy of which is attached hereto as an exhibit and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that:

(1) The proposed Memorandum of Understanding ("MOU") between the County of Mono and Local 39, the exclusively recognized employee organization representing the Mono County Public Employees (MCPE) bargaining unit, a copy of which is attached hereto as Exhibit A -- effective for the period of January 1, 2013, through December 31, 2013 -- is hereby ratified, adopted, and approved, and the terms and conditions of employment set forth in the Memorandum are hereby prescribed for the employees whose classifications are included in the MCPE bargaining unit. The Chair of the Board of Supervisors shall execute said Memorandum on behalf of the County.

[INTENTIONALLY BLANK]

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF MONO

AND

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, STATIONARY LOCAL 39, AFL-
CIO,**

**exclusively recognized employee organization
representing the**

**MONO COUNTY PUBLIC EMPLOYEES (MCPE)
bargaining unit**



(January 1, 2013 through December 31, 2013)

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ARTICLE 1. PARTIES; DEFINITIONS; PURPOSES

A. Parties

The parties to this Memorandum of Understanding (MOU) are: the County of Mono, acting by and through the Mono County Board of Supervisors; and, the International Union of Operating Engineers, Stationary Local 39, AFL-CIO, which is the exclusively recognized employee organization representing the employee bargaining unit known as the Mono County Public Employees (MCPE).

B. Definitions

The terms used in this MOU shall have the following definitions unless the terms are otherwise defined in specific Articles hereof:

- (1) “UNION” means the International Union of Operating Engineers, Stationary Local 39, AFL-CIO, the exclusively recognized employee organization representing the employee bargaining unit (or “representation unit”) known as the Mono County Public Employees (MCPE), which is defined below.
- (2) “CONFIDENTIAL EMPLOYEES” means those Mono County employees identified in Exhibit A, which is attached to this MOU and made part hereof by this reference. The term is further defined in Article 31.
- (3) “COUNTY” means the County of Mono, a political subdivision of the State of California.
- (4) “COVERED EMPLOYEES” means those Mono County employees whose job classifications are included in the MCPE bargaining unit and who are not “temporary employees” as that term is defined in Mono County Code Section 2.68.020(27). All covered employees are covered by the terms of this MOU.
- (5) “FLSA-EXEMPT EMPLOYEES” means those covered employees whose employment is exempt from the payment of overtime under the federal Fair Labor Standards Act (FLSA) and any applicable state law. Such covered employees include employees in all of the following classifications: Associate Engineer I and II; Purchasing and Fleet Operations Manager; Solid Waste and Road Operations Manager; Alcohol and Drug Program Supervisor; Clinical Supervisor; Psychiatric Specialist; certain Social Services Program Managers; Public Health

Nurse I, II, III; Health Program Manager; GIS Coordinator/Web Technician; Chief Appraiser; and Principal Planner.

(6) “MANAGEMENT EMPLOYEE” means any department head or assistant/deputy department head, and also the following at-will management-level or professional employees: Human Resources Manager, Animal Control Director, Building Official, Associate Engineer, District Attorney Chief Investigator, Public Works Project Manager, Mental Health Program Manager, Mental Health Program Chief, Health Officer, Psychiatrist, and any other position mutually agreed upon by UNION and COUNTY as falling under this definition.”

(7) “Mono County Public Employees (MCPE)” means the recognized bargaining unit consisting of all employee job classifications that are not included in any other recognized bargaining units and that are not management employees.

(8) “MOU” means this Memorandum of Understanding between UNION and COUNTY.

(9) “SUPERVISORY EMPLOYEE” means any individual having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees or responsibility to direct them, to adjust their grievances or effectively to recommend such action, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The exercise of such authority shall not be deemed to place the employee in supervisory employee status unless the exercise of such authority occupies a significant portion of the employee’s workday. Nothing in this definition shall be construed to mean that an employee who has been given incidental administrative duties shall be classified as a supervisory employee.

C. Purposes

The purposes of this MOU are to provide for continuity of governmental operations and employment through harmonious relations, cooperation and understanding between COUNTY and the employees covered by the provisions of the MOU; to provide an established, orderly and fair means of resolving misunderstandings or differences which may arise between the parties concerning the subject matter of this MOU; to set forth the understanding reached by UNION and COUNTY as a result of good faith

negotiations. The MOU requires the approval of the Mono County Board of Supervisors and UNION prior to its execution and implementation.

ARTICLE 2. TERM AND RENEGOTIATION

The provisions of this MOU are retroactive to, and shall be effective from and after, January 1, 2013, unless otherwise specified. This MOU shall expire at 12:00 midnight on December 31, 2013, except as otherwise provided by state law. In the event either party desires to negotiate a successor MOU, such party shall serve upon the other, prior to the expiration of this MOU, its written request to negotiate a successor MOU. Both parties agree to use their best efforts to complete negotiations on a successor MOU.

ARTICLE 3. RECOGNITION

COUNTY reaffirms its previous recognition of the UNION as the exclusively recognized employee organization representing the MCPE bargaining unit, who is legally authorized to negotiate and execute this MOU on behalf of the covered employees.

ARTICLE 4. UNION RIGHTS

- A. COUNTY recognizes all legal rights of all employees covered by this MOU, including the rights to join and participate in the activities of the UNION and to exercise all rights expressly and implicitly described in Section 3500 et seq. of the California Government Code; known as the Meyers-Milias-Brown Act (“MMB Act”). COUNTY shall not intimidate, restrain, coerce, or discriminate against any covered employee because of the exercise of any such rights. The provisions of this MOU shall be applied to all covered employees without discrimination because of race, color, sex, age, creed or religion, and in accordance with applicable State and Federal laws.
- B. One (1) UNION representative and each new employee shall have the right to thirty (30) minutes paid release time to orient the new employee regarding the MOU and the role of the UNION.
- C. COUNTY shall allow UNION to send nonconfidential, official notices to its members through the County’s e-mail system.

ARTICLE 5. EMPLOYEE RIGHTS

- A. All employees covered by this MOU shall have and enjoy all rights and benefits conferred by the Meyers-Milias-Brown Act (Govt. Code 3500 et seq),

by other applicable state and federal laws and by this MOU upon such employees.

- B. Covered employees shall specifically have the right to join and participate in the activities of the UNION, or to not join and not participate in the activities of the UNION, as such employees may elect, and to be free from unlawful coercion, pressure or influence regarding their decision. COUNTY shall provide each new employee, as part of his or her orientation, with a copy of the then-current MOU and COUNTY personnel policies.**
- C. Each covered employee shall have the right to review his or her Master Personnel File and any official departmental personnel file (except supervisors' working files, records of employment or promotion application and legal or medical files which shall be maintained apart from the Personnel files) and to obtain copies from those files which employee has the right to review. COUNTY may schedule the employee's review and shall be permitted adequate time to make copies (if requested) depending on available staff. Such right shall also extend to any individual or representative for whom the employee executes a written authorization to review and obtain copies from the employee's personnel file(s).**
- D. In addition to any requirements imposed on COUNTY by the Court's decision in National Labor Relations Board v. J. Weingarten, Inc., 420 U.S. 251 (1975), or any subsequent case law or statutes, COUNTY (through its duly appointed investigator) will conduct formal internal and/or administrative investigations (as defined below) that involve covered employees in the following manner:**
- E. For the purposes of this MOU, the term "formal internal and/or administrative investigations" refers to any investigation ordered or authorized by the County Administrative Officer or the Board of Supervisors as a result of specific, written charges or complaints filed by any person against a COUNTY official or employee. The term also refers to any investigation, however conducted or authorized, that would trigger, if the COUNTY were covered by the NRLA, the rights accorded by National Labor Relations Board v. J. Weingarten, Inc., 420 U.S. 251 (1975), or any subsequent case law or statutes. The term does not refer to COUNTY investigations of workers compensation claims or investigations of illegal activities conducted in the ordinary course of business by the Mono County Sheriff's Department, the District Attorney's Office, or by any other state, federal, or local law enforcement agency.**
- F. COUNTY has the right to compel employees, including UNION members, to answer questions within the scope of their employment. Employees have a mandatory duty to answer such questions fully and truthfully. Knowing**

failure by a member to answer questions fully or truthfully while being interviewed is a serious offense and an appropriate ground for termination or other discipline. COUNTY may remind members of such facts during the interview, and may before questioning require members to swear or affirm under penalty of perjury that they will answer questions fully and truthfully. In no event shall failure by COUNTY to provide such a reminder to a member or require such an oath or affirmation waive COUNTY'S ability to later pursue discipline if the circumstances warrant it.

- G. COUNTY will actually notify a UNION member at least 24 hours prior to interviewing that member. COUNTY will use its best efforts to provide such notice in writing. Such notice shall reveal the time and place of the interview and its estimated duration. The notice shall also reveal the general nature of the investigation and the general area in which questions will be asked except to the extent that the revelation of such information in a notice would: invade the personal privacy of any person; require the disclosure of confidential or privileged information or any evidence already gathered pursuant to the investigation; or potentially expose COUNTY to liability.

- H. Any UNION member proposed to be interviewed may, according to his or her own wishes, have a representative of the UNION (a Chief Steward or a representative of UNION) present during any questioning. The purpose of the representative shall be to ensure that the member's rights under this MOU or any applicable personnel laws or regulations are not being violated. The representative may object before, during, or after the interview to any perceived violations of such rights. No rules of evidence shall apply to interviews; therefore neither the representative nor the member may raise an evidentiary objection (e.g., "irrelevant," "speculative," "hearsay", etc.) to any question or refuse to answer a question on such a basis. Furthermore, the UNION representative shall not instruct or otherwise counsel a member - either before or during an interview - on how or whether to answer any specific or type of questions asked during the interview.

If the UNION member is a peace officer, all rights he or she may have under Government Code Section 3300 et seq the Public Safety Officers Procedural Bill of Rights shall be granted.

- I. If the member desires to have a UNION representative present, he or she shall immediately advise the COUNTY orally or in writing. Failure to so notify the COUNTY prior to the time scheduled for the interview shall constitute a waiver of the right to have a representative present. If notice is timely given to the COUNTY of the member's desire to have a representative present, the COUNTY shall postpone the interview for up to 48 hours in order to allow the member time to arrange for a representative to be present. Unless

disqualified under paragraph (5)(K) below, any business representative of UNION or a Chief Steward shall be deemed an adequate representative of the UNION.

- J. In addition to the foregoing, the member being interviewed may, according to his or her own wishes, have an observer of his or her choice present during any interview unless the desired observer is disqualified under paragraph (5)(K) below. The observer shall merely observe the interview and may not raise objections to the interview or questioning on any ground. The observer shall not instruct or otherwise counsel a member - either before or during an interview - on how or whether to answer any questions asked during the interview.
- K. Notwithstanding any other provision of this MOU, the following persons are disqualified from acting as a UNION representative or an observer during the interview: a person whose accusation or complaint triggered the investigation; a person who is the subject of the investigation; a reporter or agent of a newspaper, television or radio station, or other mass-communication medium; a person who the COUNTY has already interviewed as part of the investigation; a person who the COUNTY intends to interview as part of the investigation; a person who is unwilling to abide by the terms of this Article of the MOU, whether or not such person is a member of the UNION; a person who is involved in conducting the investigation; or a person who will ultimately act as a decision-maker with respect to any disciplinary action that might result from the investigation.
- L. The COUNTY, as well as any COUNTY employee present during the interview, may take notes, record or otherwise memorialize an interview, through audio or video taping or any other medium; provided, however, that such records or memorializations shall remain strictly confidential under the restrictions imposed by paragraph 5(M) below. No other person present during the interview shall have the right to record or otherwise memorialize the interview, except that such person may take notes. But all such persons shall, while the investigation is still ongoing, be entitled to reasonable access to any recording or other memorialization (except notes taken) made by the COUNTY; and, after the investigation and any subsequent disciplinary action is completed (but not before), shall be entitled to a copy of any such formal recording. In no event shall this paragraph be construed as granting access to notes taken by any COUNTY investigator or other representative. The COUNTY shall have at least 48 hours after such access is requested to arrange for it and at least 10 working days after a request for a copy is made to provide it. Any such access or copies shall be provided at the requesting party's own time and expense, except that a copy of any recording made by COUNTY or already existing transcript thereof shall be provided free of

charge to a requesting party who is appealing a disciplinary action brought against that person by COUNTY as a result of the investigation in which the recording was made.

- M. The questions asked, and the answers given, during any interview conducted are strictly confidential. No person present during an interview shall reveal or discuss the contents of such questions or answers except in the context of official COUNTY business or UNION representational services involving the particular employee who was interviewed (i.e., the UNION may not disclose the contents of any given interview to any employee who was not present during that interview). Intentional disclosure of such information by any COUNTY employee present during an interview in violation of the foregoing restriction is a serious offense and shall be an appropriate ground for termination or other discipline, as shall any attempt by any employee to solicit such information from a person present during an interview.

COUNTY may remind and instruct persons present at an interview of such facts and may bar from the interview any person who is not willing to abide by such terms. In no event shall failure by COUNTY to provide such a reminder or instruction waive COUNTY'S ability to later pursue discipline if the circumstances warrant it or to seek judicial relief with respect to an actual or threatened disclosure of confidential information in violation of this paragraph.

ARTICLE 6. HEALTH INSURANCE AND DISABILITY INSURANCE

- A. Each covered employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 7 and 8.
- B. "Health care benefits" means the medical, dental, and eye-care benefits provided to covered employees and their dependents by COUNTY pursuant to this Agreement.
- C. Consistent with the COUNTY's prior implementation of CalPERS medical insurance for all covered employees and retirees, the COUNTY shall continue to pay only the statutory amount prescribed by Government Code section 22892 per employee per month for medical insurance.
- D. Disability Insurance

COUNTY shall assure that all covered employees are enrolled in the State Disability Insurance (SDI) program at COUNTY expense. COUNTY shall pay all such premiums as are necessary to provide SDI benefits to covered employees. When the covered employee has filed a disability claim and is

receiving disability benefits pursuant to the SDI program, COUNTY shall continue paying:

- (1) Monthly contributions into the Cafeteria Plan based on the employee's applicable tier (See Article 9); and
- (2) The medical portion of Social Security.

E. Health Care Coverage for Retirees

- (1) The COUNTY shall continue to pay the statutory amount prescribed by Government Code section 22892 per month for each ASSOCIATION retiree who enrolls in CalPERS medical insurance, regardless of their age or years of continuous service for the COUNTY. A "retiree" is a former COUNTY employee whom CalPERS considers to be a COUNTY retiree/annuitant.
- (2) Each "retired employee" and one dependent of a retired employee (as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to covered employees in Paragraph A of this Article.
- (3) "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.
- (4) Any benefits after retirement under this Section E of Article 6 will be the same as benefits for active employees. In other words, all benefits will change as the benefits of active employees change.

ARTICLE 7. DENTAL CARE PLAN

COUNTY shall implement and extend coverage under the COUNTY Dental Plan to all covered employees and their dependents by COUNTY with the understanding that COUNTY shall retain total discretion regarding carrier and plan content, and with

the further understanding that the COUNTY Dental Care Plan as now constituted shall be the minimum base coverage. The coverage provided by this Article shall extend to retired employees (as defined above in Article 6), together with one dependent. The County and the Union agree to form a committee to review possible improvements to the existing dental care plan. The recommendations of the committee are not binding on either party but shall be considered in subsequent bargaining. The committee shall strive to complete their recommendations no later than September 30, 2013.

ARTICLE 8. VISION CARE PLAN

COUNTY shall implement and extend coverage under Vision Care (Plan C: \$10.00 deductible) to all covered employees and their dependents by COUNTY with the understanding that COUNTY shall retain discretion regarding carrier and plan content, and with the further understanding that the COUNTY Vision Care Plan as now constituted shall be the minimum base coverage. This coverage shall extend to retired employees (as defined above in Article 6), together with one dependent.

ARTICLE 9. CAFETERIA PLAN

- A. From January 1, 2013, through December 31, 2013, with respect to any full-time covered employee and any part-time covered employee hired prior to July 1, 2011, who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan an amount exactly equal to the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee and also minus the amount specified below for those employees who enroll in the two-party or family tier, which shall be contributed by the employee:

	<u>Employee Contribution</u>
Two-Party:	\$25.00/month
Family:	\$50.00/month

The COUNTY will ensure that the amount paid, when combined with the employee contribution (if applicable) and the statutory amount prescribed by Government Code section 22892, is sufficient to cover the PERS Choice premium regardless of the state or COUNTY in which the employee resides, but in no event will the COUNTY be obligated to pay an amount that would

exceed the minimum amount necessary for the COUNTY to ensure coverage for that employee or which would result in that employee receiving cash back. Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution (if applicable).

- B. Part-Time Employees:** With respect to any part-time covered employee hired after September 1, 2011, who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan one of the following reduced percentages of the PERS Choice premium for the coverage tier in which the employee is enrolled, minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee:

Less than .5 FTE: 0% (No County contribution)
.5 - .74 FTE: 50% of the PERS Choice Premium
.75 FTE - .9 FTE: 75% of the PERS Choice Premium

Such FTE status shall be based on the County's official list of allocated positions maintained by the County Administrative Office; it shall not be based on actual hours worked in a given month. The additional monthly amount necessary for the medical coverage tier selected by a part-time covered employee shall be contributed by that covered employee through a payroll deduction (authorized by the employee). Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution. This subsection (C) shall also apply to any full-time employee whose position changed to part-time status on the list of allocated positions after September 1, 2011, or who transfers to such a position after September 1, 2011; the COUNTY's contribution to the Cafeteria Plan with respect to that employee shall be based on the reduced percentages set forth above until such a time, if at all, that they return to a position allocated as full-time.

- C.** From January 1, 2013, through December 31, 2013, with respect to any covered employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the COUNTY with proof of medical coverage under an insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the COUNTY shall contribute to the Cafeteria Plan a flat amount per month for that non-enrolled employee exactly equal to the amount then being contributed by the COUNTY for employees who are enrolled in the "Single" tier of PERS Choice coverage and who reside in the same state and COUNTY as the non-enrolled employee. Notwithstanding the foregoing, no employee (regardless of date of hire) shall be eligible to receive a contribution to the Cafeteria Plan under this

subsection D unless they were already receiving such a contribution prior to August 1, 2011.

- D. Effective January 1, 2012, with respect to any covered employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the COUNTY with proof of medical coverage under an insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the COUNTY shall contribute to the Cafeteria Plan three hundred dollars (\$300) per month for that non-enrolled employee. Notwithstanding the foregoing, no employee (regardless of date of hire) shall be eligible to receive a contribution to the Cafeteria Plan under this subsection E unless they were already receiving such a contribution prior to August 1, 2011.

ARTICLE 10. 401(a) PLAN.

- A. Any covered employee hired on or after January 1, 2002, shall not be eligible to earn or receive the retirement service benefit provided by Article 11, but shall instead be eligible to receive COUNTY contributions into an Internal Revenue Code Section 401(a) Plan established by the COUNTY, as described more fully below. Any covered employee who was hired prior to January 1, 2002, may also elect to receive COUNTY contributions into a Section 401(a) Plan under this Article, but only if he or she agrees to waive and relinquish any present or future rights he or she may have to receive the retirement service benefit provided by Article 11.
- B. COUNTY shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. COUNTY shall continue to contribute into the Section 401(a) Plan an amount on behalf of each covered employee electing to participate under this Article equal to the amount contributed by that employee from his or her own pre-tax salary equal into one of the COUNTY's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to employee contributions) but not to exceed 3% of the employee's pre-tax salary. Accordingly, if an employee contributed a total of 1-3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the COUNTY's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than 3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the COUNTY's 401(a) contribution would only be equal to 3% (and not more) of the employee's pre-tax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employee shall vest – that is, earn the right to withdraw – the COUNTY's contributions

into the 401(a) Plan on their behalf based on years of COUNTY service, as set forth more fully below.

- C. The 401(a) Plan implementing this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

<u>Years of COUNTY Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0%
1 year plus 1 day to 2 years	10%
2 years plus 1 day to 3 years	20%
3 years plus 1 day to 4 years	40%
4 years plus 1 day to 5 years	60%
5 years plus 1 day but less than 6 years	80%
6 years	100%

- D. In addition to and notwithstanding the foregoing, employee' options for withdrawing, "rolling over," and otherwise using account money -- and the tax consequences of such withdrawals and use -- shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the COUNTY and the Plan must comply.

ARTICLE 11. RETIREMENT SERVICE (Applicable only to certain employees who retired or were on COUNTY payroll prior to January 1, 2002).

- A. Each retired employee who was on COUNTY payroll prior to January 1, 2002, and was a covered employee at the time of retirement will be eligible for a flexible credit allowance under COUNTY's Section 125 Cafeteria Plan (See Article 9), unless he or she has at any time prior to retirement opted to participate in the COUNTY's Section 401(a) Plan (See Article 10).
- B. "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.

C. The amount of the flexible credit allowance shall be computed as follows:

- (1) If the employee retired after December 31, 2001, but before September 1, 2011, then the amount of the flexible credit allowance shall be equal to the monthly amount contributed by the COUNTY per each active employee to the COUNTY's Section 125 Cafeteria Plan (See Article 9), minus the statutory amount prescribed by Government Code section 22892 per month paid by the COUNTY directly to PERS if the retired employee is enrolled in CalPERS medical insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary as the County's contribution to the Cafeteria Plan for its active employees varies, and subject to the same limitations or qualifications applicable to active employees, such as whether the retiree is enrolled in CalPERS medical insurance (in which case the credit allowance will be based on the "tier" into which that retiree falls minus the statutory amount prescribed by Government Code section 22892 paid directly by the COUNTY to CalPERS). As with active employees, any retiree who is not enrolled in CalPERS medical insurance during calendar year 2011 but who provides the COUNTY with written proof of comparable insurance shall only receive a credit allowance equal to the amount of the "single" tier contribution. As with active employees, effective January 1, 2012, any retiree who is not enrolled in CalPERS medical insurance but who provides the COUNTY with written proof of comparable insurance shall only receive a credit allowance equal to \$300 per month. Notwithstanding the foregoing, as with active employees, a retiree who is not enrolled in CalPERS medical but who provides the COUNTY with written proof of comparable insurance shall not be eligible to receive a credit allowance under this subsection (C)(1) unless they were already receiving such a credit allowance prior to August 1, 2011. Retired employees governed by this paragraph shall be entitled to take cash back from the Cafeteria Plan to the fullest extent it may be provided without being inconsistent with this MOU or threatening the plan's compliance with applicable laws, but as with active employees, the Cafeteria Plan shall specify that a retired employee may not take cash back unless he or she can provide the COUNTY with written proof of medical insurance coverage under an insurance plan providing at least the same level of benefits available from medical insurance plans offered through the Cafeteria Plan.**
- (2) If the employee retires after September 1, 2011, and is enrolled in CalPERS medical insurance, then the amount of the flexible credit allowance shall be equal to the monthly amount of the PERS Choice premium based on the residency and coverage tier in which the retiree**

is enrolled minus the statutory amount prescribed by Government Code section 22892 per month paid by the COUNTY directly to PERS and minus the same monthly amount that the retiree was contributing toward their medical insurance premiums as an active employee immediately prior to their retirement. For example, if an employee was contributing \$50 per month toward his or her medical insurance as an active employee at the time of retirement, then that same fixed dollar amount shall be deducted from the flexible credit allowance paid to them as a retired employee pursuant to this subsection (C)(2). Note that under this formula, while the PERS Choice premium and the statutory amount prescribed by Government Code section 22892 will vary over time (based on the then-current amounts), the amount deducted therefrom based on what the retiree was contributing as an active employee does not vary.

(3) If the employee retired before December 31, 2001, then the amount of the flexible credit that he or she is entitled to shall be equal to the amount of money necessary to obtain CalPERS medical insurance for the retired employee and his or her dependent with a level of benefits substantially the same as the employee had on the date of his or her retirement, minus the statutory amount prescribed by Government Code section 22892 per month paid by the COUNTY directly to PERS for such insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary with changes in the cost of the applicable level of medical insurance. These retired employees must be enrolled in the applicable level of CalPERS medical insurance in order to receive the flexible credit allowance and shall not be entitled under any circumstances to opt for other insurance coverage, no coverage, or reduced coverage in order to receive "unused" cash back from the Cafeteria Plan.

ARTICLE 12. VACATION ACCUMULATION

- A. In accordance with the Mono County Code, bargaining unit members shall accrue vacation benefits as follows:

- Initial Employment.....10 days vacation per year
- After 3 years service.....15 days vacation per year
- After 10 years service.....17 days vacation per year
- After 15 years service.....19 days vacation per year
- After 20 years service.....20 days vacation per year

- B. Notwithstanding anything to the contrary, the maximum number of vacation days that may be accumulated by any employee as of December 31st, the end

of the calendar year, shall not exceed two and one-half times the employee's then current annual vacation day accumulation as provided in the Mono County Code.

- C. If a covered employee's total accumulated vacation days exceeds two and one-half times their annual vacation day accumulation on December 31, then their vacation accrual will cease effective January 1, until the covered employee's accumulation of vacation days falls at or below two and one-half times their annual accrual. Once the covered employee's accumulation of vacation days falls at or below two and one-half times their annual accrual, then their accrual of vacation days will recommence for the remainder of the calendar year.
- D. Any covered employees who have accrued a minimum of 80 vacation hours may, upon written request, be compensated for up to a maximum of 40 hours of accrued vacation time per calendar year, instead of taking that vacation time off.

ARTICLE 13. SICK LEAVE

- A. In accordance with the Mono County Code, sick leave for each covered employee shall accrue upon the employee's date of employment at the rate of one (1) full day of sick leave for each month of service, to a maximum accrual of one hundred and twenty (120) sick leave days (i.e., 960 hours). Upon termination, the employee shall be compensated for accrued sick leave as follows:
 - (1) If the employee has worked for COUNTY for less than five (5) years, no amount shall be paid for accrued sick leave.
 - (2) If the employee has worked for COUNTY more than five (5) years, but less than ten (10) years, then the employee shall be paid seventy-five percent (75%) of the dollar value of the accrued sick leave.
 - (3) If the employee has worked for COUNTY more than ten (10) years, then the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave.
 - (4) If the employee is terminated by reason of layoff, then the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave regardless of how long the employee has worked for COUNTY.

- B. The dollar value of the employee's accrued sick leave shall be based upon the employee's base rate of pay on the date of termination.

ARTICLE 14. LONGEVITY COMPENSATION (Only applicable to employees hired before August 1, 2011)

- A. Effective January 1, 2012, the following longevity policy shall apply to covered employees hired before August 1, 2011: Commencing on the first day of the month next following the date of completion of twelve (12) years of continuous service as a COUNTY employee, each covered employee shall receive additional compensation of six and one half percent (6.5%) of base pay. No further longevity increases shall be received for additional years of service. Any covered employee hired before August 1, 2011, who on January 1, 2012, was already eligible to receive at least seven and one-half percent (7.5%) longevity pay shall instead receive one percent less than that amount of longevity pay and shall not be eligible for nor receive any further longevity increases regardless of years of service. (Note: employees hired on or after August 1, 2011, will not be eligible to receive longevity compensation at any future date.)

ARTICLE 15. ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY

- A. In the event a covered employee assumes the full range of responsibilities normally expected of a position entailing greater responsibility than his or her presently assigned position, that employee shall receive a five percent (5%) increase in pay, or the same rate of pay due the "A" step of the higher classification, whichever is higher, during the entire time the employee carries out the higher class duties.
- B. The provisions of this Article are operative only when all the following conditions occur:
 - (1) Written direction has been given to the employee to assume the higher responsibilities by the employee's department head or by a person so authorized by the Department Head. If no written directive is issued, no out-of-class work shall be expected or required.
 - (2) In each assignment of higher duties, the performance of such duties must be for a period of at least two (2) consecutive workdays.
 - (3) The position assumed has a job description in the most recent job classification and salary survey adopted by the COUNTY Board of

Supervisors. The assumption and performance of the duties of the higher classification must encompass the full range of responsibilities of the higher classification for the time period of the assignment. This shall not apply to temporary assignments, which are made pursuant to prior mutual agreement between the employee and his or her immediate supervisor for the purpose of providing a training opportunity to the employee for a mutually agreed period of time.

- C. No out-of-class assignment shall exceed six (6) months unless a written extension is executed by the employer, the UNION and the employee. Out-of-class assignments shall not be used to avoid or prolong promotion or new hire.**
- D. In the event a qualifying higher level assignment has been made but written direction was not properly issued, the employee is still entitled to the compensation provided in this Article, but only if brought to the Department Head's attention within six (6) months of the end of the assignment.**

ARTICLE 16. RELEASE TIME

- A. Chief Stewards shall have reasonable time off with pay for the purpose of carrying out UNION related matters (not to exceed a total of eight (8) persons). UNION representatives shall notify their Department Heads that they will be participating in UNION matters.**
- B. COUNTY agrees that UNION members may attend three (3) UNION membership meetings during working hours without loss of pay provided:
 - (1) Attendance is verified by signature roster, a copy of which shall be supplied to the COUNTY by request.**
 - (2) Attendance during working hours without loss of pay will be limited to two (2) hours per meeting.**
 - (3) The employee's absence from work will not result in the lack of minimum coverage of office functions in the employee's office as determined by the employee's Department Head.****

ARTICLE 17. SHIFT DIFFERENTIAL PAY

A. Evening Shift

Each covered employee shall receive a pay differential of five percent (5%) of base pay in addition to his or her base hourly pay. Any such employee who works overtime in continuation of the evening shift shall continue to receive the shift differential for each hour of overtime worked.

B. Graveyard Shift

Each covered employee shall receive a pay differential of seven and one-half percent (7.5%) of base pay in addition to his or her base hourly pay. Any such employee who works overtime in continuation of the graveyard shift shall continue to receive the shift differential for each hour of overtime worked.

C. The terms “evening shift” and “graveyard shift,” as used herein shall be defined as follows:

Evening shift – 5:00 p.m.-12:00 a.m.

Graveyard shift – 12:00 a.m.- 7:00 a.m.

In order to be eligible for shift differential, the employee must work for a minimum of four hours within the appropriate shift and would receive shift differential for all hours worked if the majority of hours occur between 5:00 p.m. and 7:00 a.m. Employees who request (and are granted) to work outside of their normally scheduled shift, shall not be entitled to differential pay. In the event the County plans to modify a shift for an existing employee receiving shift differential pay and thereby eliminates the shift differential for that employee, the County shall prepare a report to Local 39, prior to the action, explaining why the shift is being modified.

ARTICLE 18. WORKSITE SAFETY

A. Safety and Weather Protection Equipment

- (1) COUNTY shall provide the funds necessary to assure that covered employees needing such equipment for health and safety purposes shall receive new or otherwise serviceable and adequate protective safety and weather protection equipment. Department Heads shall purchase or replace the following minimum issue of such equipment for covered employees:

- (a) Polarized sunglasses;**
- (b) Regular and heavy-duty cold weather gloves;**
- (c) Rain jacket with hood;**
- (d) Rain pants;**
- (e) Waders;**
- (f) Jacket with hood (Twin Peaks or equivalent);**
- (g) Vests (Twin Peaks or equivalent);**
- (h) Warm-up pants (Wearguard or equivalent);**
- (i) Cold weather work boots (see below);**
- (j) warm weather work boots (see below);**
- (k) Extra boot liners.**

- (2) Notwithstanding the foregoing, work boots shall only be provided as described by this paragraph. COUNTY shall continue to select and provide suitable cold-weather work boots for those employees needing them. COUNTY will also continue to provide a maximum of two hundred and twenty-five dollars (\$225) per year per employee toward the actual cost of warm weather work boots for those employees needing them. Said amounts shall be paid directly to boot vendors designated by COUNTY when all of the following conditions are met: COUNTY determines that an employee's existing boots need replacement; COUNTY receives proof of purchase by employee (on his or her own time) of suitable boots from a vendor approved by COUNTY; and employee turns in and otherwise relinquishes his or her former pair of work boots to COUNTY. COUNTY may allow the employee to utilize the former pair of work boots for duties and assignments that may cause damage to their newer work boots, such as slurry and crack sealing. Any work boots purchased pursuant to this paragraph shall be pre-approved by COUNTY for safety specifications. Any disputes regarding which employees need work boots for health and safety purposes shall be submitted to the County Administrative Officer, whose decision shall be final. As with any other safety equipment provided by COUNTY, boots purchased pursuant to this paragraph shall be worn by employee at all times while employee is on the job.**
- (3) Safety and weather protection equipment shall remain the property of COUNTY and shall be properly inventoried. Employees shall return assigned equipment upon termination from COUNTY employment. Safety and weather protection equipment shall be issued only to those persons required to work under conditions necessitating the importance of a particular item of such equipment. Previously issued equipment shall be returned by the employees to whom it has been issued prior to the assignment of replacement equipment. Employees**

shall be responsible for the care and maintenance of all issued safety equipment and for the cost of replacement of lost equipment.

B. Worksite Inspection

COUNTY shall provide reasonable safety programs and annual onsite safety inspections in order to assure safe worksites for COUNTY employees. Department Heads shall have the responsibility for scheduling the safety programs and annual on-site worksite inspections. Employees may file written complaints relating to the safety of worksites. Written complaints shall be filed with the relevant Department Heads and copies shall be transmitted by employees who file them to UNION. Should the complaint be unresolved at the department head level, an appeal of the matter shall be heard by the Worksite Safety Committee, which shall work with the employee(s), Department Head, supervisor(s) and other UNION and management representatives to resolve the matter.

- (1) The Worksite Safety Committee will be established as a standing Committee, but will meet as the need arises, and will consist of COUNTY'S designated risk manager, one (1) other manager designated by COUNTY and two (2) representatives designated by UNION.

ARTICLE 19. UNIFORMS

- A. Public Works mechanics shall be supplied with uniforms and coveralls, which COUNTY shall launder. Public Works landfill employees shall be supplied with uniforms, which COUNTY shall launder. Other Public Works employees who are required to wear uniforms (e.g., facilities, maintenance, and custodians) shall be supplied with uniforms, which employees shall launder themselves; they shall also be supplied with coveralls as necessary, which COUNTY shall launder. With respect to all uniformed Public Works employees, COUNTY shall be responsible for any repairs or replacements of uniforms that COUNTY may deem necessary. COUNTY and UNION will meet and confer regarding the specific number of uniforms and coveralls to be provided to Public Works employees.
- B. Animal Control employees will be provided with an annual uniform allowance of four hundred dollars (\$400), and such employees will assume full responsibility for purchasing and repairing or replacing their uniforms as necessary. In no event will the County be required to pay more than the annual allowance amount toward an employee's actual uniform expense. The allowance will be paid every July 1st, commencing on July 1, 2013. Allowance payments will be included and combined with employee's regular payroll checks in the month that it is paid. Such uniform allowances are

taxable compensation and the County will withhold taxes accordingly. Such uniform allowances are not reportable compensation to CalPERS.

ARTICLE 20. CALL BACK - ON CALL

A. Call Back [Note: Not applicable to FLSA-exempt employees]

A covered employee who is called in to work at any time other than his or her normal working hours shall be paid for a minimum of two (2) hours of overtime. Should the duration of the call back exceed two (2) hours, the employee will be paid at the overtime rate for actual time worked. The provisions of this Article will not apply to extended shifts. An extended shift is defined as a time when an employee stays beyond their normally scheduled shift.

- (1) If the call back occurs during evening, graveyard, or relief shift, the employee shall receive the applicable shift differential pay for hours of the call back actually worked.

B. On Call

“On Call” means that period of time during which an employee is assigned to be available for duty. During that period, the employee has free use of his or her time with the exception of being required to be available for duty by telephone or two-way radio during the entire period of the assignment.

- (1) On call status shall be assigned by the Department Head or designee and paid at the rate of three dollars (\$3.00) per hour for the duration of the on-call period. No on-call period shall be less than twelve (12) hours in duration. Employees shall be provided with at least four (4) hours advance notice prior to being placed on call and prior to being taken off on-call status. Employees on vacation or any other form of leave are not eligible to be placed on call. And in no event is an employee entitled to be placed on call; rather, such assignments are exclusively in the Department head’s discretion as noted above.
- (2) [Note: This subdivision (B)(2) is not applicable to FLSA-exempt employees.] A two (2) hour minimum shall be paid at the overtime rate to an employee who is called out while assigned on-call duty. An employee is called out when the employee is required to perform any work that is within the call-out assignment, including telephone counseling or other county business conducted by telephone which does not require the employee to leave the employee’s residence or location at the time the employee is called out. If the employee is called out more than one time during the initial two-hour period, any

work performed during the initial two-hour period shall be considered to be within the initial two-hour period and no additional compensation shall be owed.

- (3) [Note: This subdivision (B)(3) is not applicable to FLSA-exempt employees.] No employee, unless mutually agreed to, shall have the hours of his or her normally scheduled shift reduced as a result of a call out.

ARTICLE 21. OVERTIME [Note: Not applicable to FLSA-exempt employees]

- A. **Calculation of Overtime:** All covered employees shall be paid overtime in accordance with Fair Labor Standards Act (FLSA) requirements for time actually worked in excess of forty (40) hours per week. Accordingly, and notwithstanding any contrary provision of the County Code or personnel rules, use by an employee of any form of leave or CTO during a work week shall NOT be counted as hours actually worked for purposes of determining whether that employee has worked more than 40 hours that week for purposes of earning overtime (consistent with FLSA). Any covered employee who has actually worked in excess of forty (40) hours in a workweek may, in their option, be credited back any CTO or leave time that they had utilized during that workweek prior to knowing that they would actually work more than 40 hours (note: if an employee does not opt for such a credit, they shall be paid straight time for such CTO or leave time utilized).
- B. **Accumulation of Compensatory Time**
- (1) Covered employees may accumulate up to two hundred and forty (240) hours of compensatory time off (CTO) during a calendar year, provided however that on December 31st of each year, the County will compensate each member for their compensatory time by purchasing all accrued hours above 100 hours. In other words, the maximum accrual that any member may have at the beginning of each calendar year will be 100 hours. CTO may be utilized with the permission of the Department Head.
- (2) At the time CTO is earned, the employee must elect whether the time will be used as CTO or whether it will be cashed out. Once the employee makes the election it cannot be changed.
- C. **Overtime Meal Allowance:** All covered employees who are required to work a minimum of four (4) hours past their normal shift shall receive a fifteen dollar (\$15.00) meal reimbursement payment for each such shift worked.

- D. **Holiday Overtime Pay:** For covered employees not receiving holiday pay who work on designated COUNTY holidays, overtime in excess of eight (8) hours will be paid at two (2) times the regular hourly rate.

- E. **Travel Time** Generally, travel time to and from work does not constitute hours worked. This is true whether the employee works at a fixed location or at different job sites. However, time spent in travel during the workday must be counted as hours worked when it is related to the employee's job. Further, travel time that occurs in addition to regular working hours is considered hours worked if it is performed pursuant to COUNTY'S instructions. All such travel time shall be considered "hours worked" by the traveling employee, whether or not the employee is operating a vehicle or riding as a passenger. However, in any work week in which such travel occurs, management may reduce the traveling employee's regular work hours in order to avoid or minimize overtime for that week. For example, if an employee travels eight hours on a Sunday as a passenger to attend a seminar, that time will be counted as hours worked but management may reduce the employee's regular work hours later in the same work week by eight hours, so that no overtime would be owed as a result of the travel (all other things being equal).

ARTICLE 22. MERIT LEAVE [Note: only applicable to FLSA-exempt employees.]

- A. FLSA-exempt employees are expected to efficiently manage time to perform their job duties, and be available for staff, clients and the public. This entails full-time exempt employees being available for more than 40 hours per workweek (or a lesser amount in the case of part-time exempt employees) and outside of normal business hours.

- B. In consideration of these expectations, the lack of overtime pay and job complexities, eighty hours (80) of merit leave per calendar year shall be provided to full-time exempt employees; part-time exempt employees shall be provided a prorated lesser amount based on their regular schedule. Merit leave is not an hour-for-hour entitlement, but rather is extra time off provided in addition to vacation time, sick leave, etc. The initial entitlement for new employees shall be prorated based upon the remainder of the calendar year from the date that their employment commences.

- C. Merit leave does not accrue to a bank and the yearly entitlement must be used within the calendar year it is provided, or it is lost. There is no carryover of unused merit leave to subsequent year(s) and merit leave has no cash value.

- D. Merit or vacation leave (or sick leave, if applicable) must be used whenever a full-time exempt employee works fewer than 80 hours during any two-week period; or a prorated lesser number of hours during any two-week period in the case of part-time exempt employees. For most exempt employees, a two-week period means fourteen consecutive calendar days beginning on a Sunday; but exempt employees working in offices on a “flex” schedule may count the fourteen days from a day other than Sunday, with department head approval.
- E. Merit leave is used in a manner similar to vacation time. An exempt employee will note merit leave taken with an (M) on the time sheet in a manner similar to vacation time taken (V) and sick leave taken (S).

ARTICLE 23. TRANSFERS AND PROMOTIONS FOR PUBLIC WORKS MAINTENANCE EMPLOYEES

Maintenance employees in the Department of Public Works may, with the approval of the Department of Public Works Director and the Chief Administrative Officer, transfer from one departmental district to another when an opening occurs. No employment applications or tests will be required. This employment opportunity shall be offered to current employees prior to the advertisement of the opening (position) to other departments or the general public. Employees who desire to transfer shall make a request within ten (10) working days of notification to the employee that an opening will exist.

ARTICLE 24. PHYSICAL EXAMINATIONS FOR REQUIRED DRIVERS' LICENSING

When a physical examination is required for the acquisition or renewal of a driver's license required in the performance of a covered employee's duties, the examination shall be provided by a medical doctor designated by COUNTY at COUNTY expense. The examination shall be performed during the employee's regular work hours without any deduction in pay.

ARTICLE 25. PERS RETIREMENT BENEFITS AND CONTRIBUTIONS

- A. Covered employees shall continue payment of the employee's contribution for applicable PERS coverage and retirement. COUNTY shall continue to implement the IRS 414H2 program for all employees covered by this MOU in order to facilitate the employee's PERS contributions and to provide for tax deferred payment of the employee's PERS contributions.
- B. COUNTY and UNION agree that for the purposes of PERS retirement, the “single highest year” of the employee's service years of COUNTY employment shall be used for calculation of the retirement benefits of that employee.

- C. Except for those employees hired within six months of separation from employment with a public employer with pension system reciprocity, who are eligible for the retirement plan in effect on December 31, 2012 (which in Mono County was 2.5% at 55), covered employees hired after December 31, 2012 shall be provided with “2% at 62” PERS Retirement Benefits as mandated by the Public Employees’ Pension Reform Act of 2013. Covered employees hired between the April 10, 2012, and December 31, 2012, shall be provided with PERS “2.5% at 55” retirement. Any employees hired prior to April 10, 2012, shall continue to be enrolled in PERS “2.7% at 55” retirement. And covered employees shall continue payment of the full employee’s contribution for applicable PERS coverage and retirement (including any increase resulting from the aforementioned contract amendment plus additional amounts mandated by State law). COUNTY shall continue to implement the IRS 414H2 program for all employees covered by this MOU in order to facilitate the employee’s PERS contributions and to provide for tax deferred payment of the employee’s PERS contributions.
- D. Covered employees shall continue to be enrolled in the PERS Level IV Survivors’ Benefit Program (specifically those benefits provided by Government Code section 21574).

ARTICLE 26. WAGES

- A. Covered employees shall receive no increases of any kind to their base compensation during the term of this MOU, with the exception of increases resulting from changes in job classifications (e.g., promotions, reclassifications, and transfers).
- B. Notwithstanding any contrary provision of the County Code or personnel rules, covered employee shall continue to not be eligible to earn or receive “step increases.” And no time worked during the term of this MOU shall be counted for purposes of determining any future step increases (if and when such increases are again provided).
- C. All employees will be required to utilize direct deposit of their payroll checks.

ARTICLE 27. HOLIDAY PAY

- A. 24-hour employees. Holiday pay for 24-hour employees, including the Jail Food Service Manager and Residential Facility Workers, shall be paid semi-annually no later than December 10 and June 10 of each fiscal year in the amount of eight percent (8%) of base salary. This policy will eliminate holidays from the work schedule, save and except special COUNTY holiday pay, which will be paid. Any overtime work which falls on regular days off which is, coincidentally, a calendar holiday, shall be paid at the overtime rate.

- B. Landfill employees.** Covered employees, whether they work on a county holiday (as defined by the County Code) or not, will receive eight (8) hours compensation, in the form of eight (8) hours comp time, if they are not normally scheduled to work on the holiday, and in the form of eight (8) hours of regular compensation if they are normally scheduled to work on the holiday (in which case they may need to contribute one (1) hour comp time to maintain a forty (40) hour work week). In addition to the above, if a covered employee works on a county holiday, then they will receive 1.5 times their normal rate of pay for each hour worked, up to eight (8) hours per day. The hours of work shall be from 7:30-4:00, with a standard ½ hour lunch break. After all hauler loads have been delivered for the day and all necessary service provided, covered employees working on a county holiday may leave early, at their discretion, at any time after 12 noon.
- C. 4/10 employees.** Except for covered employees in the Public Works Department, MCPE employees who are permitted by the County (in its sole discretion) to work 4/10 schedules shall work a regular 5/8 schedule during any week in which one or more County holidays occurs, and shall receive the same paid day(s) off that week as the other MCPE employees on such a regular schedule. Covered employees in the Public Works Department who are permitted by the County (in its sole discretion) to work 4/10 schedules may maintain their 4/10 schedule, but must utilize any accrued vacation or comp time to account for any hours less than 40 that they actually work and/or are credited for during the holiday week. If any such public works employee does not have any such available leave, then the employee shall account for any hours less than 40 that they work and/or are credited for during the holiday week with unpaid time off.
- D. 9/80 employees.** MCPE employees who are permitted by the County (in its sole discretion) to work 9/80 schedules but who do not work in landfill positions covered by Section B shall receive paid time off in the amount of eight (8) hours for each County holiday that occurs during a work week as follows:
- Whenever a County holiday occurs on a regular work day for that employee, the eight hours shall be taken (credited) on that date only (it may not be taken on a different date). The additional one hour of time necessary for the employee to receive full pay for that date will be contributed/deducted from the employee's accrued vacation leave or comp time in the employee's discretion.
 - Whenever a County holiday occurs on a regular day off for that employee, the eight hours shall be credited as comp time. The County in its sole discretion shall determine whether the regular day off for an employee on such a 9/80 schedule is Friday or Monday.

- E. Employees required to work on a County holiday shall receive 1.5 times their hourly rate for each hour worked, up to eight (8) hours per day, in addition to receiving eight hours of regular pay for the holiday. In lieu of receiving pay for the hours worked on a County holiday, an employee may elect to receive compensatory time at the rate of one and one-half times the actual hours worked on the holiday.

ARTICLE 28. BILINGUAL PAY

- A. COUNTY shall provide two tiers of bilingual pay based on the degree of fluency needed by the County and demonstrated by an eligible MCPE member. Bilingual pay for the tier requiring the highest level of fluency (“Tier II”) will be \$250 per month, and bilingual pay for the tier requiring the lower level of fluency (“Tier I”) as determined by the County will be \$125 per month.
- B. The COUNTY shall determine its needs for such bilingual communication skills, including which positions qualify for pay under this paragraph and which specific languages other than English are needed for such positions. COUNTY may also require testing of bilingual fluency as it deems necessary or desirable, as a prerequisite for being eligible to receiving bilingual pay. All other things being equal, in offices where the COUNTY determines that only one bilingual person is necessary, but multiple persons in that office possess the needed bilingual skills and desire bilingual pay, then the COUNTY shall equitably rotate bilingual assignments among those persons so that each has an opportunity to earn bilingual pay during the period of such assignments.

ARTICLE 29. EDUCATION INCENTIVE PROGRAM

- A. Covered employees who wish to enroll in job-related or promotion-oriented courses shall be reimbursed by COUNTY for allowable expenses related to the courses (which includes courses for certifications, licensures, CEU’s, and online courses) in an amount not to exceed seven hundred dollars (\$700.00) per calendar year. Allowable expenses shall be actually incurred, shall include tuition costs and out-of-pocket expenses for required course material and textbooks, and shall be subject to the following:
 - (1) Courses must be taken through an accredited institution if comparable courses are not offered in local schools.
 - (2) Employees will not be granted time off from their regular work schedule to attend such courses, unless approved by the County Administrative Officer.

- (3) Approval for the educational assistance program shall be at the discretion of the County Administrative Officer, who will determine whether or not each specific course is job-related or promotion-oriented. The County Administrative Officer will obtain and consider the recommendation of the employee's department head in each case. The County Administrative Officer's approval shall not be unreasonably withheld. Such approval shall be obtained by the employee prior to enrollment. A copy of the written approval shall be sent by the County Administrative Officer to the Auditor's Office, the employee's Department Head, and the employee.
 - (4) Required course material and textbooks may be retained by the employee upon satisfactory completion of the course.
- B. Reimbursement shall be made to the employee within fifteen (15) calendar days after presentation to the Auditor's Office of appropriate receipts and proof of completion of the course with a minimum grade of "C" or it's equivalent, or actual attaining of a certification, licensure, or CEU.

ARTICLE 30. EDUCATIONAL LOAN PROGRAM

Covered employees are eligible to apply for educational loans under the same terms and conditions applicable to other County employees (if at all) during the term of this MOU. As of the date of MOU ratification, said terms and conditions are set forth in Resolution No. R04-020 of the Board of Supervisors, which is incorporated herein by this reference. Note: there is no entitlement to receive such a loan and the loan, if approved by the County Administrator, is in lieu of the Education Incentive Program discussed above in Article 28. Furthermore, in no event shall a covered employee be eligible to receive more than one (1) loan during the entire period of their employment with the County.

ARTICLE 31. AGENCY SHOP

- A. Except as otherwise provided by this MOU or state law, for the term of this agreement all employees in the bargaining unit represented by the UNION shall be required, as a condition of continued employment, either to join the UNION or to pay the UNION a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessment of the UNION. This requirement shall not apply to any employee who is a member of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting public employee organizations. Such individuals shall not be required to join or financially support the UNION as a condition of employment, but will be required, in lieu of periodic

dues, initiation fees, or agency shop fees, to pay sums equal to such dues, initiation fees, or agency shop fees to one of the two (2) following non-religious, non-labor charitable funds, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code chosen by such employee:

- (1) Wild-Iris
- (2) Red Cross (designated for Mono County)

Proof of such payments shall be made on a monthly basis to the employer as a condition of continued exemption from the requirement of financial support to UNION, and the employer will, upon request of UNION, demonstrate such continued payment.

- B. The service fee payment will be used by UNION for purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment.
- C. It shall be the employer's responsibility, once notified by UNION of the amount of the service fee as determined by UNION, to provide UNION with a list of all persons in the bargaining unit and their addresses, in order that the UNION can notify such individuals of their obligation under this contract and pursuant to Government Code Section 3502.5. Thereafter, service fees from non-members shall be collected by payroll deduction and distributed to UNION on a monthly basis. UNION will be notified no later than thirty (30) days after the event of any additions or deletions of the names of persons as employees in the bargaining unit to whom this provision is applicable.
- D. UNION shall defend, indemnify, and hold harmless COUNTY on account of all claims against COUNTY, and all lawsuits in which COUNTY is a party defendant as a result of the provisions of this Article, except for claims against COUNTY which arise from the intentional, wanton or reckless acts (or malice, fraud or oppression) of COUNTY.

ARTICLE 32. CONFIDENTIAL AND SUPERVISORY EMPLOYEES

- A. As used in this MOU, the term "confidential employee" means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of management positions with respect to employer-employee relations.
- B. Confidential employees shall be designated by position classification. All confidential employees are identified in Exhibit A, which is attached hereto and made part hereof by this reference. The list shall be modified from time

to time, as necessary, to reflect the addition or deletion of confidential employment positions.

- C. Supervisory employees are defined in Article 1 of this MOU.
- D. UNION members who are confidential employees shall not represent UNION in collective bargaining or in matters relating to personnel administration. Confidential employees and supervisory employees are not required to join UNION or be part of an agency shop pursuant to Government Code 3502.5(c).

ARTICLE 33. MISCELLANEOUS PROVISIONS

- A. **Entire Agreement:** Except as provided in specific Articles pertaining to future agreements between the parties on specific issues, this MOU constitutes the entire understanding of the parties. It specifically supersedes any prior Agreement between the parties.

- B. **Alternate Work Schedules**

The COUNTY agrees that the County Administrative Officer and the Finance Director will continue to work and meet with UNION regarding the evaluation of alternate work schedules, such as four (4) ten (10) hour days per week, instead of five (5) eight (8) hour days per week, for forty (40) hour per week employees. This paragraph shall not be construed as requiring COUNTY to consider or implement unique, flexible working hours or schedules for individual covered employees.

- C. **Holidays**

The COUNTY shall amend the County Code in order to provide that whenever December 24th or December 31st fall on a Friday (and are therefore County holidays), the immediately preceding Thursday is also a County holiday.

- D. **Meal Allowances (Per Diem)**

The standard meal allowances (per diem) for covered employees shall continue to be as follows: twelve dollars (\$12.00) for breakfast and lunch; and twenty-five dollars (\$25.00) for dinner.

- E. **Incllement weather.**

The COUNTY will allow covered employees in their discretion to take leave without pay in the event that they have an excused absence from work due to inclement weather.

F. Amendments

The MOU can be amended only in writing after good faith negotiations between the parties. Any purported oral amendment shall be void and of no legal force or effect whatsoever.

G. Severability Section

If any Article or Section of this Agreement shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties may, if they agree, enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such Article or Section.

H. Proration of Stipends for Part-Time Employees.

Any monetary stipend paid to a covered employee by virtue of this MOU or other County policy, including but not limited to bilingual pay, shall be prorated in the case of part-time employees.

ARTICLE 34. NO-LOCKOUT AND NO-STRIKE CLAUSE

A. During the term of this Agreement, COUNTY agrees that it will not lockout employees; and UNION agrees that they will not engage in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this Agreement. UNION will take whatever lawful steps are necessary to prevent any interruption of work in violation of the Agreement, recognizing with COUNTY that all matters of controversy within the scope of this Agreement shall be settled by established grievance procedure.

B. Any strike, slowdown or other work stoppage resulting from violation of Paragraph A, above, may permit COUNTY to immediately suspend dues deductions. The amount that would usually have been deducted from employees' pay during the pay period shall not be deducted if any work stoppage as defined above occurs at any time during the pay period.

ARTICLE 35. NON-DISCRIMINATION

- A. No member, official, or representative of UNION, shall in any way suffer any type of unlawful discrimination in connection with continued employment, promotion or otherwise by virtue of membership in or representation of UNION.**
- B. The parties to this contract agree that they shall comply with all applicable state and federal non-discrimination laws.**
- C. Complaints of discrimination are not subject to the grievance procedure and shall be addressed through the appropriate County, State, and/or Federal offices.**

ARTICLE 36. MANAGEMENT RIGHTS

- A. All management rights and functions, except those which are expressly abridged by this Contract, are expressly reserved by COUNTY. COUNTY may act by and through its County Administrator in exercising any management rights or powers with respect to a covered employee, including but not limited to any rights or powers otherwise conferred by the County Code or County Personnel Policies on any department head or appointing authority. In the event of a conflict between the County Administrator and a covered employee's department head or appointing authority, the County Administrator's decision shall prevail.**
- B. The rights of COUNTY include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; train, direct and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other reasons not prohibited or in conflict with State or Federal law; maintain the efficiency of COUNTY operation; determine the methods, means and personnel by which COUNTY operations are to be conducted; determine the content of job classifications; take all necessary and lawful actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. COUNTY has the right to make rules and regulations pertaining to employees, so long as such rules and regulations do not violate this MOU or are prohibited or in conflict with State or Federal law.**
- C. COUNTY shall continue to exercise the authority vested in it by County Code and Personnel Rules & Regulations as they may be amended from time to time. The explicit provisions of this Contract, however, constitute the negotiated agreements between the parties and shall prevail in all terms and conditions as agreed between the parties.**
- D. Nothing herein may be construed to limit the ability of the parties to voluntarily consult on any matter outside the scope of representation.**

ARTICLE 37. PERSONNEL RULE REVISIONS

UNION agrees to the COUNTY's revised personnel rules as attached to this MOU on Attachment 1, which revisions shall supercede the provisions previously agreed upon by UNION and COUNTY prior to entry into this MOU. Notwithstanding any other provision of this MOU, the parties agree that COUNTY may during the term of this MOU propose revisions to such rules and/or additional personnel rules, provided that COUNTY allows an appropriate opportunity for affected employees and their bargaining units to "meet-and-confer" in compliance with the Meyers-Miliias-Brown Act. UNION agrees that once the COUNTY has duly adopted this MOU, such rules shall apply to all employees covered by this MOU.

EXECUTION

IN WITNESS of the foregoing provisions, the parties have signed this Agreement below through their duly-authorized representatives:

LOCAL 39/UNION:

By: _____
JERRY KALMAR, Business Mgr.

COUNTY:

By: _____
BYNG HUNT, Chair
Board of Supervisors

LOCAL 39/UNION:

By: _____
TONY DEMARCO, President

LOCAL 39/UNION:

By: _____
JOAN BRYANT, Dir. of Public Emp.

LOCAL 39/UNION:

By: _____
JERRY FREDERICK, Business Rep.

LOCAL 39/UNION:

By: _____
JEFFERY BOYLAN, Member/Negotiator

LOCAL 39/UNION:

By: _____
CRISTINA CARO, Member/Negotiator

LOCAL 39/UNION:

By: _____
GERRY LEFRANCOIS, Member/Negotiator

LOCAL 39/UNION:

By: _____
DONALD NUNN, Member/Negotiator

LOCAL 39/UNION:

By: _____
HELEN NUNN, Member/Negotiator

LOCAL 39/UNION:

By: _____
SANDRA PEARCE, Member/Negotiator

LOCAL 39/UNION:

By: _____
MARLO PRIESS, Member/Negotiator

LOCAL 39/UNION:

By: _____
MICHAEL RHODES, Member/Negotiator

EXHIBIT A

The persons holding the following position are “confidential employees.”

POSITION

OFFICE

Human Resources Generalist

County Administrative Office

Office Manager

County Administrative Office

FTS

County Administrative Office

FTS

County Counsel

5. Appointing Authority. The person(s) having authority to appoint or to remove persons from positions in the County service or a subordinate to whom this authority has been delegated. This authority is subject to approval or ratification by the County Administrative Officer or his or her designee.
6. Appointment. The conditional offer of and acceptance by a candidate to a position in the County service. Appointments are described in Section 2.68.170
7. At-Will Employee. Employees expressly designated as “At-Will” by the Board of Supervisors. It also includes emergency, limited term, retired annuitants, seasonal and temporary employees. At-will employees serve at the pleasure of the appointing authority and can be removed without cause or right of appeal.
8. Board of Supervisors. The Board of Supervisors of Mono County.
9. Business Days. Calendar days exclusive of Saturdays, Sundays, legal holidays, and County holidays.
10. Certification. The Human Resources Director’s transmittal to a hiring department of names of available candidates for employment from a list of eligible’s in the manner prescribed in these Rules.
11. Classification Plan. An orderly arrangement of titles and descriptions of separate and distinct classes in competitive civil service.
12. Continuous Service. Permanent employment with the County without interruption except for authorized absences or absences to serve in the armed forces of the United States.
13. County. The County of Mono, a political subdivision of the State of California; also known as “Mono County.”
14. County Administrative Officer. (CAO) This position is responsible to the Board of Supervisors for the proper and efficient administration of all County offices, departments, institutions, and special districts under the jurisdiction of the Board of Supervisors. The Board of Supervisors and its members have delegated administrative supervision over County governmental activities to the County Administrative Officer and shall, except for the purposes of normal inquiry, not intervene or detract from the delegation. The general administrative responsibilities of this position are outlined in Section 2.84.060 of the Mono County Code. The person who fills this position is appointed by, and serves at the will and pleasure of, the Board of Supervisors.
15. Day. A day shall be an 8-hour calendar day unless otherwise specified. A working or business day shall be any day that the County is regularly open for business.
16. Demotion. A change of status of an employee from a position in one classification to a position in another classification with lesser duties and/or responsibilities, and a lower salary range. A demotion may be voluntary or involuntary. The demoted employee’s anniversary date shall become the effective date of the demotion.

530 Disciplinary Action – Effective Date

Disciplinary action becomes final upon issuance of the final notice of the disciplinary action. Before taking action to dismiss, suspend without pay, demote, or cause a reduction in pay or other property interest of employment, specific procedures which provide the employee with procedural due process, must be followed. Any such proposed discipline should be reviewed by the Human Resource Director or his or her designee, and the County Counsel's office, prior to such action being taken. The CAO may adopt a Skelly Hearing Policy that guides supervisors and managers through this process.

A. Notice of Proposed Action (Skelly Notice).

The appointing authority shall first attempt to cause the Notice of Proposed Action to be personally served on the employee if that is possible. If the circumstances do not allow for hand delivery of the notice, the notice may be mailed by both certified and first-class mail, and five calendar days are to be added to the applicable response time.

The Notice of Proposed Action shall contain the following:

1. The name of the employee and their position.
2. A statement describing the disciplinary action proposed to be taken and the proposed effective date of such action.
3. A statement of the specific charge(s) for the proposed discipline from the grounds for discipline set forth in Section 2.68.520.
4. A clear and concise statement of the reasons for which the proposed disciplinary is being taken, including a statement of the acts or omissions that form the basis of the charges.
5. A statement that the employee may review and request copies of materials upon which the proposed action is based, or a statement that the materials that form the basis of the proposed action are attached to, and incorporated within, the notice.
6. A statement that the employee has the right to respond within ten (10) calendar days to the appointing authority either orally or in writing, and has a right to be represented at the hearing.

B. Employee Response.

The employee, with or without union representation, upon whom a Notice of Proposed Action has been served shall have ten (10) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon application and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within ten (10) calendar days of service of the Notice of Proposed Discipline, or within the period specified in any written extension, the right to respond is waived and lost.

C. Hearing or Review of Written Response.

1. The purpose of the Skelly Hearing is to provide an opportunity for the employee to be heard. The employee may offer oral or written information that serves to refute factual allegations in the notice of proposed discipline and/or to offer facts or explanation in order to reduce the severity of the proposed discipline.

2. The following guidelines shall apply:

- i. Except where departmental policy requires a specified officer to conduct the hearing, the hearing officer shall be the Human Resources Director, or, in the event the discipline is proposed against a Human Resources Department employee, the hearing officer shall be chosen by the CAO.
- ii. The hearing is not a formal evidentiary hearing. The hearing officer may only review those documents which are relevant to the specific proceeding as determined in his or her sole discretion.
- iii. At the beginning of the hearing, the hearing officer shall explain the process and advise the employee that the scope of the hearing is limited to the charges and facts set forth in the Notice of Proposed Discipline and ask the employee if the employee has any questions about what is stated in that Notice, and to present facts in support of their position.
- iv. The employee is allowed to have up to two Union-appointed representatives at the hearing if he or she chooses.
- v. The Department may have up to two representatives at the hearing to listen to the proceedings, take notes, and respond to questions from the hearing officer.
- vi. Following the hearing, and within a reasonable time, the hearing officer shall determine, based upon the information provided for the Skelly Hearing, whether to confirm the proposed discipline; to modify or withdraw the proposed discipline; or to instruct the individual initiating the disciplinary action to conduct additional investigation.

D. Notice of Final Disciplinary Action.

Following the receipt of the hearing officer's written report and recommendation, the Skelly Hearing Officer shall prepare a written Notice of Final Disciplinary Action and serve the Notice on the employee and on the Union Business Representative by personal delivery or by both certified and first-class mail. The Notice is deemed served upon personal delivery or mailing, but in the case of mailing it shall extend the time for the Union to request an appeal by five calendar days. Upon service of this Notice of Final Disciplinary Action, the discipline shall become effective and imposed.

The Notice of Final Disciplinary Action shall contain:

1. The name of the employee and their position.
2. A statement describing the disciplinary action to be taken and the effective date of such action.
3. A statement of the specific charge(s) for the discipline from the grounds for discipline set forth in Section 2.68.520
4. A clear and concise statement of the reasons for which the proposed disciplinary is being taken, including a statement of the acts or omissions that form the basis of the charges. Any relevant facts presented by the employee in response to the proposed action, shall also be included.
5. For suspensions greater than 30 days or dismissals from employment: A statement that the employee has a right to appeal the imposition of discipline to the County Administrative Officer for review within ten (10) calendar days of the service of the Notice of Final Disciplinary Action.

For all other disciplinary actions: A statement that the Union has a right to appeal the imposition of discipline to arbitration within ten (10) calendar days of the service of the Notice of Final Disciplinary Action.

6. A copy of written materials upon which the County relied upon in imposing the discipline, or if such materials are voluminous, a succinct statement describing the materials and notifying the employee how a copy of those materials may be obtained.

E. Leave Pending Employee Response.

Pending response to a Notice of Proposed Action, the appointing authority, for cause specified in writing, may request that the CAO place the employee on temporary leave of absence with pay pending the completion of the hearing process.

F. Appeal to County Administrative Officer

1. If the administrative disciplinary matter is not resolved to the satisfaction of the employee by the Notice of Final Disciplinary Action, and the discipline imposed is a suspension greater than thirty days or a dismissal from employment, within ten (10) calendar days of the service of the Notice of Final Disciplinary Action the employee may appeal the Notice of Final Disciplinary Action to the CAO. Failure to file the written challenge within such time constitutes the employee's waiver to any further process challenging the discipline.

2. Upon receipt of a timely submission of the Notice of Final Disciplinary Action as set forth in Section 530.F.1, the CAO shall schedule a meeting to discuss the disciplinary action with the employee. Within seven working days after the meeting the CAO shall serve a written Notice that upholds, modifies, or dismisses the Notice of Final Disciplinary Action. Such Notice shall be considered the Notice of Final Disciplinary Action for purposes of the following sections related to an appeal to arbitration.

To the extent the CAO's Notice of Final Discipline modifies or dismisses the original Notice of Final Disciplinary Action, the modified or dismissed action shall become effective and imposed upon service of the CAO's Notice of Final Disciplinary Action.

535 Appeal to Arbitration

The Union is the exclusive representative of its members, with the sole right to appeal to arbitration a Notice of Final Disciplinary Action or grievances that are eligible for such appeals. The Union may adopt policies and procedures to determine whether or not to elevate a matter to arbitration.

In order to exercise the right to appeal such a matter to arbitration, within 10 calendar days of the service of the Notice of Final Disciplinary on the Union Business Representative, the Union shall file with the County Human Resources Department a written notice of appeal. Such notice shall include the factual basis for challenging the Notice of Final Disciplinary action. The Union and the County shall share equally the cost of the Arbitrator regardless of the outcome of the arbitration. If the Union does not file a written notice of appeal within the time limits required, the disciplinary action is final without any further action or appeal rights.

540 Appointment of Arbitrator

An Arbitrator shall hear and determine all appeals from disciplinary proceedings other than oral or written reprimands (which are not subject to appeal) and shall hear grievances as the final step of the grievance process (if reached). The parties to the appeal hearing and to the selection of the arbitrator shall be the Union and the County.

The Arbitrator shall be selected from the following list of arbitrators:

Charles Loughran
Carol Vendrillo
Fred D'Orazio
Wilma Radar
Geraldine Randall
Kathleen Kelly

The Arbitrator shall be chosen in the presence of the Human Resources Director by the Union Business Representative and/or designee pulling a name out of a hat.

- C. Authority of the Arbitrator. The Arbitrator will have the power to examine witnesses under oath, compel their attendance, compel production of evidence, issue subpoenas in the name of the County and deliver subpoenas to current employees and/or provide for service of the subpoenas. The refusal of a person to attend or to testify and answer to a subpoena will subject the person to prosecution in the same manner as set forth by law for failure to appear before the Board of Supervisors in response to subpoena issued by the Board of Supervisors and/or be subject to disciplinary action if the witness is an employee.
- D. Arbitrator Deliberations and Determinations. When the Arbitrator makes determinations, after required notice and hearing, the Arbitrator will have the following powers:
 - 1. Upon reaching a conclusion with respect to a determination requiring findings and conclusions, the Arbitrator shall cause to be drafted his or her findings and conclusions.
 - 2. The decision of the Arbitrator shall be the final and binding administrative action and not subject to any further administrative appeal.

550 Appeal Procedure

- A. Scheduling of Hearing. Upon receipt of the request for appeal, the Clerk of the Arbitrator shall schedule a hearing before the Arbitrator. Absent a stipulation to the contrary, the appeal hearing shall be set no less than twenty (20) working days and no more than sixty (60) working days from the day of the filing of the appeal. These deadlines are advisory only. Failure to schedule, notice or conduct a hearing within the suggested time periods shall not invalidate the disciplinary action being appealed. All interested parties shall be notified in writing of the day, time and place of the hearing at least fifteen (15) working days prior to the hearing.
- B. Private Hearings. All hearings shall be private.
- C. Pre-Hearing Procedure.
 - 1. Subpoenas. The Arbitrator is authorized (but not required) to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, the Arbitrator may issue subpoenas only for good cause. The Human Resources Department will prepare subpoenas for all witnesses. The Human Resources Department will only serve subpoenas on individuals who are currently employed by the County. It will be the responsibility of the employee and the County

to submit the names of County employees to be subpoenaed at least ten (10) working days before the date of the hearing in which they are requesting the witnesses to appear.

2. Exhibits and Witnesses Lists. Ten (10) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Arbitrator Clerk a list of all witnesses and a list and copy of all exhibits.
3. Hearing Briefs. Either party may submit a concise hearing brief outlining the factual and legal issues and providing a legal analysis supporting the party's position. Hearing briefs shall be filed with the Clerk of the Arbitrator and served on the other party at least five calendar days prior to the commencement of the hearing. Hearing briefs are limited to ten (10) pages or less unless otherwise allowed by the Arbitrator.

D. Record of Proceedings and Costs.

1. Court Reporter. All disciplinary appeal hearings may, at the discretion of either party be recorded by a court reporter. Any hearing that does not utilize a court reporter shall be recorded by audio tapes. If a court reporter is requested by either party, that party shall pay the cost of the court reporter. If both parties request a court reporter, the cost will be split equally.
2. Employee Witness Compensation. Employees of the County who are subpoenaed to testify during working hours will be released from work with pay to appear at the hearing. The Union will bear the cost of reimbursing any more than six employees it subpoenas to appear at the hearing for the pay such employee(s) is entitled to. The Arbitrator may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify by the party subpoenaing them, unless the County agrees to a different arrangement. Time spent by an employee summoned as a witness will count as hours worked.

E. Conduct of the Hearing. The hearing need not be conducted in strict accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.

1. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Consideration shall be given to the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

2. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
 3. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
 4. Irrelevant and unduly repetitious evidence may be excluded.
 5. The Arbitrator shall determine the relevancy, weight and credibility of testimony and evidence. Decisions made by the Arbitrator shall not be invalidated by any informality in the proceedings.
 6. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.
- F. Burden of Proof. In a disciplinary appeal the party employing discipline has the burden of proof by the preponderance of evidence.
- G. Request for Continuance. Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated and the Arbitrator must find that good cause exists prior to granting a request for continuance.
- H. Testimony under Oath. All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The Arbitrator will request the witnesses to raise their right hand and respond to the following:
- “Do you swear or affirm that the testimony you are about to give at this hearing is the truth, the whole truth and nothing but the truth?”
- I. Presentation of the Case. With respect to disciplinary appeals, the hearing shall proceed in the following order unless the Arbitrator, for special reason, directs otherwise:
1. The party imposing discipline (County) shall be permitted to make an opening statement.
 2. The appealing party (Union) shall be permitted to make an opening statement, or reserve an opening statement until presentation of their case.
 3. The party imposing disciplinary action (County) shall produce their evidence.
 4. The party appealing from such disciplinary action (Union) may then offer their evidence.

5. The County may offer rebutting evidence.
 6. Closing arguments shall be permitted at the discretion of the Arbitrator. The party imposing discipline (e.g. the party with the burden of proof), shall have the right to go first and to close the hearing by making the last argument. The Arbitrator may place a time limit on closing arguments. The Arbitrator or the parties may request the submission of written post-hearing briefs. The Arbitrator will determine whether to allow the parties to submit written post hearing briefs. The Arbitrator may also require that post-hearing briefs be tailored to address specific issues and set a specific maximum number of pages for said briefs.
 7. With respect to grievances, the party who filed the grievance shall present their case first, followed by the department head or other party responding to the grievance. The Arbitrator may then allow rebuttals and closing arguments as it deems appropriate.
- J. Procedure for the Parties. The County representative and the Union representative will address their remarks, including objections, to the Arbitrator. Objections may be ruled upon summarily or argument may be permitted. The Arbitrator reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the representative shall continue with the presentation of their case.
- K. Right to Control Proceedings. While the parties are generally free to present their case in the order that they prefer, the chair reserves the right to control the proceedings, including, but not limited to, altering the order of witnesses, limiting redundant or irrelevant testimony, or by the direct questioning of witnesses. The Arbitrator shall allow parties to examine their own witnesses or to cross-examine the other party, or the other party's witnesses.
- L. Hearing Demeanor and Behavior. All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity, or personal behavior of their adversaries or the Arbitrator, and shall conduct themselves with the civility and etiquette appropriate for a legal proceeding. The Arbitrator reserves the right to continue the hearing or dismiss disruptive witnesses or counsel.
- M. Deliberation Upon the Case. The Arbitrator shall consider all relevant oral and documentary evidence, the credibility of witnesses, and other appropriate factors in reaching a decision. The Arbitrator may deliberate at the close of the hearing or at a later date and time.
- N. Written Findings and Recommended Decision. The Arbitrator shall render the findings and decision as soon after the conclusion of the hearing as possible. A finding must be made by the Arbitrator on each material issue.

O. Judicial Review.

1. Petition for Writ of Mandate. Judicial review of any decision of the Arbitrator may be had pursuant to Section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate pursuant to such section is filed within the time limits specified in this section.
2. 90 Days from Final Decision. Pursuant to Code of Civil Procedure Section 1094.6 any such petition shall be filed not later than the ninetieth (90th) day following the date on which the decision becomes final. The decision becomes final on the date it is mailed by first-class mail, postage prepaid, including a copy of the affidavit or certificate of mailing, or as provided pursuant to Code of Civil Procedure Section 1094.6(b).
3. Administrative remedies are deemed exhausted when findings have been issued.

GRIEVANCE PROCESS

560 Grievance - Definitions

With respect to the grievance procedure, unless the context indicates otherwise, the terms used are defined as follows:

- A. Grievance. A grievance is a written allegation by a Grievant, submitted as herein specified, claiming violation of the specific expressed terms of a memorandum of understanding or rules or regulations governing the personnel practices or working conditions of employees and for which there is no other specific method of review provided by State or Federal law or by County ordinance or rules.
- B. Grievant. For all grievance procedures up to the level of arbitration, a grievant is an employee in the County Service (probationary or permanent) or group of such employees adversely affected by an act or omission of the County or the majority representative of a bargaining unit. For all grievance procedures at the level of arbitration, the grievant is the Union.
- C. Immediate Supervisor. The individual who assigns, reviews or directs the work of an employee.
- D. Representative. The person selected by an employee to appear with that employee in the presentation of the employee's grievance.
- E. Superior. The individual to whom an Immediate Supervisor reports.

F. The Grievance Procedure is not to be used for the following:

1. For the purpose of resolving complaints, requests or changes in wages, hours and working conditions.
2. To challenge the results of employee evaluations or performance reviews; provided, however, that an overall evaluation of “unsatisfactory” that does not form the basis of a decision to grant or deny a pay increase (e.g., a step increase) may be grieved to step three of the grievance process and an overall evaluation of “unsatisfactory” that does form the basis of such a decision may be grieved to step four of the grievance process
3. To challenge the decision to re-classify, lay-off, deny reinstatement or deny a step or merit increase to an employee, except to the extent the grievance alleges a violation of a County procedural requirement related to such matters.
4. In cases of oral reprimand, written reprimand, demotion, suspension, or termination.
5. To challenge violation of the law or past practice.
6. To challenge examinations or appointment to positions.
7. To express unhappiness over lawful management decisions, style, etc.

570 Grievance - General Rules

- A. All parties to a grievance must act in good faith and strive for objectivity. Parties should endeavor to reach a solution at the earliest possible step of the procedure. Filing of a grievance will not result in retaliation.
- B. The aggrieved employee shall have the right to be represented or accompanied by a person of the employee’s choice if the grievance is not resolved at the informal level as provided in step one of the grievance procedure.
- C. The employee and his or her representative will have reasonable time and facilities allocated for the preparation of the employee’s position with respect to the grievance alleged. The time must be reasonable and not excessive.
- D. The timelines in the grievance procedure must be strictly followed. If the grievance is not appealed to the next level within the specified time limit, the grievance shall be considered withdrawn and will not be processed further. If the County fails to process the grievance in a timely manner, the grievance will go automatically to the next step. The parties may extend the timelines by mutual agreement in writing.

- E. Any person responsible for conducting any conference, meeting or hearing under the formal grievance procedure shall give reasonable and timely notice to all persons concerned.
- F. When two (2) or more employees have a common grievance, they shall initiate a single group grievance or County may combine common grievances into a single group grievance. The initial hearing of the group grievance shall be by the immediate supervisor, superior or Department Head as determined by the Human Resources Manager.
- G. If the grievance is not resolved at the Department level, it shall be heard by the County Administrative Officer and his/her decision is final.

580 Grievance - Procedure

- A. Step One. Within five (5) working days of the date the employee knew or should have known of the incident giving rise to the grievance, the employee must discuss the matter informally with the employee's immediate supervisor. If more than five (5) working days elapse from the date the employee knew or should have known of the act or omission giving rise to the incident, the grievance will be rejected and will not be processed further. The employee or the supervisor may seek advice or counsel from superiors or the Department Head.
- B. Step Two. If, within five (5) working days of completion of Step One, a mutually acceptable solution has not been reached at Step One, the employee shall submit the grievance in writing to the Department Head or appointing authority.

In filing a grievance, the employee should set forth the following information:

1. The specific Section of the MOU, rules or regulations allegedly violated.
2. The specific act or omission that gave rise to this alleged violation.
3. The date or dates on which the violation occurred.
4. What documents, witnesses or other evidence supports the grievant's position.
5. The remedy requested.

Within ten (10) working days of receipt of a formal grievance, the Department Head or appointing authority will hold a meeting with the grievant and the grievant's representative, if any. A written decision will be prepared within five (5) working days from the meeting, and shall be served on the employee within ten (10) working days or from the date of the meeting. The parties may agree to an extension of time for the written decision if necessary to perform research or investigation that may result in a

resolution of the grievance. Before the issuance of the written decision, the Department Head of appointing authority will review the written decision with the County Counsel and the Human Resources Director.

- C. Step Three. Should an employee be dissatisfied with the decision of the Department Head or appointing authority, said employee, within five (5) working days of the receipt of the decision, may file a written appeal with the County Administrative Officer. The County Administrative Officer will render a decision within ten (10) working days and serve a copy of the written decision on the employee and on the Union Business Representative by personal delivery or by both certified and first-class mail. The Notice is deemed served upon personal delivery or mailing, but in the case of mailing it shall extend the time for the Union to request an appeal by five calendar days.
- D. Step Four. Should an employee be dissatisfied with the decision of the County Administrative Officer, within 10 calendar days of the service of the copy of the written decision by the CAO on the Union Business Representative, the Union shall file with the County Human Resources Department a written notice of appeal. The matter shall then be heard by an Arbitrator as set forth in Section 2.68.540 *et. seq.* Note that step four is not available in the case of overall evaluations of “unsatisfactory” which do not form the basis of a decision to grant or deny a pay increase. (See above Section 2.68.560(F).)



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 20, 2013	DEPARTMENT	County Counsel
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Scheidlinger employment agreement		

AGENDA DESCRIPTION:

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

Resolution approving an employment agreement with David Scheidlinger and prescribing the compensation, appointment, and conditions of said employment. The resolution would approve a renewal of Dr. Scheidlinger's current contract for one more year.

RECOMMENDED ACTION:

Adopt Resolution R13-___, approving an employment agreement with David Scheidlinger and prescribing the compensation, appointment, and conditions of said employment.

FISCAL IMPACT:

\$83,350.57 for 10 months of 2013-14 which is fully budgeted. The components include: \$61,500.40 in salary; PERS – \$11,147.93; and benefits costs of \$10,702.24.

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

[Scheidlinger staff](#)

 [Scheidlinger resolution](#)

 [Scheidlinger contract](#)

History

Time	Who	Approval
8/13/2013 7:13 PM	County Administrative Office	Yes
8/13/2013 2:57 PM	County Counsel	Yes
8/14/2013 8:24 AM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Legal Assistant
Jennifer Senior

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: August 13, 2013

RE: Resolution approving Agreement and First Amendment to Agreement re
Employment of David Scheidlinger

Recommendation:

Adopt proposed resolution.

Fiscal/Mandates Impact:

Minor extension of current contract terms, which are included in the current budget.

Discussion:

The proposed agreement and first amendment is self-explanatory and would effectuate an extension of Dr. Scheidlinger's current contract until September 30, 2013.

Please contact me with any questions or comments.



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RESOLUTION NO. R13-

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement re Employment of David Scheidlinger, 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 Dr. Scheidlinger. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT RE: EMPLOYMENT
OF DAVID SCHEIDLINGER**

This Agreement is entered into this 20st day of August, 2013, by and between David Scheidlinger and the County of Mono.

I. RECITALS

The County wishes to continue to employ David Scheidlinger as its Psychiatrist on the terms and conditions set forth in the Agreement. Dr. Scheidlinger wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be September 1, 2013 until August 31, 2014, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Dr. Scheidlinger in writing no later than February 20, 2014, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Dr. Scheidlinger shall notify the County in writing of its breach of the provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Dr. Scheidlinger that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Dr. Scheidlinger as a result of cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing September 1, 2013, Dr. Scheidlinger shall continue to be employed by Mono County as its Psychiatrist, serving at the will and pleasure of the Director of Behavioral Health in accordance with the terms and conditions of this Agreement. Dr. Scheidlinger accepts such employment. The Director of Behavioral Health shall be deemed the "appointing authority" for all purposes with respect to Dr. Scheidlinger's employment.
3. During the term of this agreement, Dr. Scheidlinger shall furnish services to the County on a 26% (45 hours per month) employment basis.
4. Dr. Scheidlinger's base salary shall be \$5,322.15 per month, based on 26% time (45) hours per month) employment. This amount is based on 26% of the

current full-time equivalent salary for Psychiatrist plus a factor of 11.93% for the fact that Dr. Scheidlinger does not currently earn certain County benefits. If Dr. Scheidlinger's work hours are adjusted in the future, the basis on which his salary is determined may be adjusted. Dr. Scheidlinger shall not be eligible to earn performance pay under the County's management compensation policies. If Dr. Scheidlinger is required to work more than 45 hours during a calendar month, and provided that these additional hours are worked with the definite approval of the Director of Behavioral Health, then the additional hours worked shall be compensated at an hourly rate based upon the current base salary (currently \$118.27/hr), in addition to Dr. Scheidlinger's regular compensation which is enumerated above. Dr. Scheidlinger understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County.

5. Dr. Scheidlinger understands and agrees that his employment is exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act.
6. Dr. Scheidlinger shall earn and accrue 3.9 days of vacation leave during each year of service as a County employee (2.6 hours per month). Notwithstanding anything to the contrary in Mono County Code, the maximum vacation days that may be accumulated by Dr. Scheidlinger as of December 31st, the end of the calendar year, shall not exceed 9.75 days. Dr. Scheidlinger shall not be paid any special compensation, or "Holiday Pay" for the County Holidays, excepting regular compensation enumerated in Paragraph 4 above, should he provide any services on a County Holiday.
7. Dr. Scheidlinger 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 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 accrued leave. Should Dr. Scheidlinger 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 Dr. Scheidlinger's

- regular schedule ever be reduced to less than 104 hours of employment per month, 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.
8. Dr. Scheidlinger will not be required to provide malpractice insurance for his employment activities for the County. The County shall defend and indemnify Dr. Scheidlinger as a County employee against all claims, lawsuits, or other actions brought against him arising from the scope of his employment, in accordance with applicable state law. (See Government Code 825 et. Seq.)
 9. Dr. Scheidlinger shall be provided a County Vehicle for necessary travel within the area in which Dr. Scheidlinger provides services to Mono County clients. The Vehicle shall be available at the location where Dr. Scheidlinger initially reports to work.
 10. To the extent deemed appropriate by the Director of Behavioral Health, the County shall pay the professional dues, subscriptions, and other expenses necessary for Dr. Scheidlinger's full participation in applicable professional associations, for his continued professional growth and for the good of the County. Also, the County will pay or reimburse up to \$3000 annually of registration and travel costs for continuing education requirements for medical licensure in areas related to Behavioral Health, subject to approval by the Director of Behavioral Health.
 11. Dr. Scheidlinger shall not be eligible to earn or receive from the County any retiree health benefit or "retirement service" allowance through the County's Section 125 Cafeteria Plan. Instead, Dr. Scheidlinger will be eligible to receive County contributions into the Internal Revenue Code Section 401(a) Plan established by the County. The County shall contribute into the Section 401(a) Plan an amount on behalf of Dr. Scheidlinger equal to the amount contributed by Dr. Scheidlinger (if any) from his own pre-tax salary into one of the County's Section 457 Deferred Compensation Plans, or into the 401(a) Plan directly (if made available to employee contributions) but not to exceed 3% of his pretax salary. Accordingly, if Dr. Scheidlinger contributed a total of 1-3% of his pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match his 457 contribution; if Dr. Scheidlinger contributed more than 3% of his pre-tax salary to a 457 plan, then the dollar

amount of the County’s 401(a) contribution would only be equal to 3% (and not more) of Dr. Scheidlinger’s pre-tax salary, and would not fully match his 457 contribution. Dr. Scheidlinger may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Dr. Scheidlinger shall vest - that is earn the right to withdraw - the County’s contributions into the 401(a) Plan on his behalf based on years of County service, as set forth more full below and allowed by law. The 401(a) Plan provides the following schedule of vesting requirements for Dr. Scheidlinger or any other participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases, all) of his total account value at the time of termination:

<u>Years of County Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0%
1year plus 1 day to 2 years	10%
2years plus 1 day to 3 years	20%
3years plus 1 day to 4 years	40%
4years plus 1 day to 5 years	60%
5years plus 1 day to 6 years	80%
6years	100%

In addition to and notwithstanding the foregoing, Dr. Scheidlinger’s options for withdrawing, “rolling over”, and otherwise using account money - and the tax consequences of such withdrawals and use - shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the County and the Plan must comply.

12. Except as otherwise provided by this agreement, Dr. Scheidlinger shall not be entitled to benefits provided by the County to other management-level employees.

13. Consistent with the “at will” nature of Dr. Scheidlinger’s employment, the Director of Behavioral Health may terminate Dr. Scheidlinger’s employment at any time during this agreement, without cause. In that event, the Agreement shall automatically terminate concurrently with the effective date of the termination. Dr. Scheidlinger understands and acknowledges that as an “at will” employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County

Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such disciplinary action the Director of Behavioral Health may, in her sole discretion, take during Dr. Scheidlinger's employment.

14. On or before the effective date of an such termination during the term of this Agreement, however, Dr. Scheidlinger shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Dr. Scheidlinger shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Dr. Scheidlinger shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Dr. Scheidlinger that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation (i.e. it does not include any other compensation, including but not limited to any temporary performance or merit pay).
15. Notwithstanding the foregoing, Dr. Scheidlinger shall not be entitled to any severance pay in the event that the Director of Behavioral Health has grounds to discipline him on or about the time she gives him notice of termination. For purposes of this provision, grounds for discipline include, but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Dr. Scheidlinger shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his positions (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
16. Dr. Scheidlinger 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. Dr. Scheidlinger shall not be entitled to

any severance pay or additional compensation of any kind after the effective date of such resignation.

17. 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 Dr. Scheidlinger's employment with the County or 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 Dr. Scheidlinger's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

18. Dr. Scheidlinger acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Dr. Scheidlinger 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. This Agreement constitutes the entire agreement of the parties with respect to Dr. Scheidlinger's employment, and it prospectively supersedes the current agreement between the parties (which expired August 31, 2013).

III. EXECUTION:

This Agreement shall be deemed executed as of August 20, 2013.

DAVID SCHEIDLINGER, MD

THE COUNTY OF MONO

**By: Byng Hunt, Chair
Board of Supervisors**

APPROVED AS TO FORM:

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 20, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Caltrans Encroachment Permits Letter		

AGENDA DESCRIPTION:

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

Response letter from the Department of Transportation dated July 31, 2013, regarding Encroachment Permits.

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:

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[Caltrans Letter](#)

History

Time	Who	Approval
8/12/2013 10:06 AM	Clerk of the Board	Yes

DEPARTMENT OF TRANSPORTATION

OFFICE OF THE DIRECTOR
P.O. BOX 942873, MS-49
SACRAMENTO, CA 94273-0001
PHONE (916) 654-5266
FAX (916) 654-6608
TTY 711
www.dot.ca.gov



*Flex your power!
Be energy efficient!*

July 31, 2013

Mr. Byng Hunt, Chairman
Mono County Board of Supervisors
P.O. Box 715
Bridgeport, CA 93517

Dear Mr. Hunt:

Thank you for your recent letter about the California Department of Transportation's (Caltrans') revised encroachment permit process with regard to special events.

The Caltrans *Encroachment Permits Manual* is designed to ensure the safety of the traveling public on the State Highway System. The manual was not intended to create unreasonable hurdles such as you described for civic events like the Mule Days Parade in Bishop or the 4th of July Parade in Bridgeport.

Chapter 5, Section 514, "Special Events," of the *Encroachment Permits Manual* is being restored to the pre-July 2013 edition to state that traffic control will be provided by "a competent traffic control specialist retained by the permittee." This section will remain in effect until Caltrans develops clear guidance for processing encroachment permits for special events.

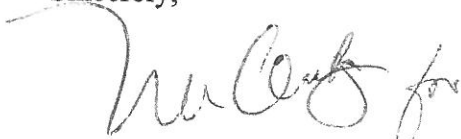
Requiring that a traffic control plan be signed and sealed or stamped by a licensed engineer is in accordance with the Professional Engineers Act (Bus. & Prof. Code, ch. 7; see § 6731(e) and § 6735(a)). However, as you likely know, permittees can submit Caltrans' standard plans (found in Appendix H of the *Encroachment Permits Manual*) as their traffic control plans if the plans are applicable and no changes are required. It is only when making modifications to these standard plans that a permittee would need a new plan, signed and sealed or stamped by a licensed engineer.

For additional information about the encroachment permit process, please contact Dennis T. Agar, chief of the Division of Traffic Operations, at (916) 654-2352. Please also feel free to contact Tom Hallenbeck, the District 9 director, at (760) 872-0602 if you need assistance with a local issue.

Mr. Byng Hunt
July 31, 2013
Page 2

Caltrans strives to work closely with our transportation partners and to provide excellent customer service. We look forward to collaborating successfully with the communities within Mono County on future encroachment permits for special events.

Sincerely,



MALCOLM DOUGHERTY
Director

- c: The Honorable Ted Gaines, California State Senate
- The Honorable Frank Bigelow, California State Assembly
- Tom Hallenbeck, District 9 Director, Caltrans
- Dennis T. Agar, Chief, Division of Traffic Operations, Caltrans
- David Finigan, President, California State Association of Counties
- Kevin Cann, Chair, Eastern Sierra Council of Governments ✓
- Rene Mendez, Executive Director, Rural County Representatives of California



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 20, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Chamber Music Unbound		

AGENDA DESCRIPTION:

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

Final report dated August 7, 2013 from Chamber Music Unbound detailing the expenditures from the \$8,000 grant awarded from Mono County for the 2012/2013 season. Additional printed materials and brochures are available for viewing in the Clerk's office.

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:

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[Chamber Music Unbound](#)

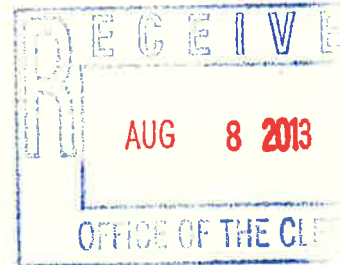
History

Time	Who	Approval
8/12/2013 8:56 AM	Clerk of the Board	Yes

CHAMBER MUSIC *Unbound*



PO Box 1219
Mammoth Lakes, CA 93546
Tel./fax (760) 934-7015
Email: Felici@ChamberMusicUnbound.org
www.ChamberMusicUnbound.org



County of Mono
Brian Muir, Director of Finance
PO Box 495
Bridgeport, CA 93517

Re: Final Report 2012-2013 Season

August 7, 2013

Dear Mono County Financial Director & Mono County Supervisors,

I am pleased to forward the final report for the \$8,000 grant awarded to Chamber Music Unbound in December of 2012.

Mono County funding enabled CMU to continue our successful winter series and summer festival, expand our substantial music education, continue the new violin class in Lee Vining, and offer new summer programs for outstanding young musicians. Please see the following pages for details.

CMU is honored to partner with Mono County in bringing exceptional music education and performances to the Eastern Sierra. On behalf of CMU's board and the beneficiaries of our programs, we thank you for your support.

Sincerely,

Brian Schuldt
Executive Director, Chamber Music Unbound

cc: Larry Johnston, Byng Hunt, Fred Stump, Tim Alpers, Tim Fesko

Below is the final report on programs for which CMU received Mono County funding.

1. Winter Chamber Music Concert Series.

Total CMU 2012-13 Project Budget: \$54,000

Final Report:

Chamber Music Unbound's 2011/12 Winter Season features some of the great classical chamber music repertoire and guest artists from across the globe. Ticket sales were strong, surpassing budget expectation by \$3,000 or about 20%.

The Felici Trio's 15th season of chamber music concerts opened on the weekend of September 28 and 29 with concerts in Bishop and Mammoth. A string quartet of CMU's music students opened the evening's program. Ranging in ages from eleven to seventeen, the four young string players showed wonderful ensemble spirit paired with good nerves. Their enjoyment of performing together was even greater the second than the first night, as with each successful performance young players gain confidence. The Felici Trio's distinguished guest on this occasion was the Canadian violin virtuoso Corey Cerovšek, whose artistry has graced both, the winter series and summer festival for ten years now. One of the few players who is equally at ease in the most demanding solo repertoire as he is enthralled with the joys of making chamber music, Cerovšek's performances are never anything less than memorable. His spectacular performance of the demanding Schubert *Fantasy* we heard here in Mammoth won't be surpassed by anything that transpires on the world's big stages in the near future. One thirteen-year old concert-goer summed it up as follows: "I was sitting, listening, and I was saying to myself 'I hope this music never ends...'" What greater compliment could anyone pay?

The second program of CMU's anniversary winter season featured guest artist Ron Selka, the principal clarinetist of the Israel Philharmonic Orchestra, who also has been a repeat visitor to Mammoth, whenever his orchestra's touring schedule makes it possible to include music making in the Eastern Sierra. Selka's serious and intelligent musicianship have always contributed to great performances of the precious woodwind chamber music repertoire and the November concert was no exception. Two unusual works for the clarinet, both trios by Darius Milhaud and Alexander von Zemlinsky, conquered the hearts of concert-goers by virtue of their distinctive styles and creative use of instrumental colors. Milhaud's eclectic *Suite* for violin, clarinet and piano is a work of witty playfulness that displays the early influence of Jazz on European composers in the early decades of the 20th century.

Beethoven's *Piano Trio Opus 1 Nr.1* in E flat Major made a splash upon its publication in Vienna in 1795, and it continues to sparkle every time it is performed anew. True masterpieces have this effect on musicians that they are like endless sources of new discovery and inspiration and our veneration for this music only grows with our increasing knowledge of its intrinsic qualities.

The *Festive Holiday Pops* in December featured a new guest to the Eastern Sierra, the charming soprano Elissa Johnston from Los Angeles. In spite of some "seasonal voice impediment" in the form of a cold, Elissa sounded absolutely gorgeous in her renditions of "Oh, Holy Night" and festive arias by Bach and Vivaldi. She proved also to be a good sport working with our local Eastern Sierra Chamber Orchestra of amateur musicians, and we hope she will be back sometime soon for another program. Both performances, in Mammoth as well as in Bishop were very well attended, in spite of conflicts with other events, which seem to be unavoidable at this time of year. The Sunday concert

also featured the young string players of the Bishop program, who received free tickets for their families.

In January *Fire and Ice* brought heart-warming music from France, Russia and Germany to Mammoth, performed by the Felici Piano Trio. This was really the first trio concert of the season, and the Felicis enjoyed the focused preparation that is the privilege of musicians that know each other well. To play a great masterpiece like the Brahms Trio opus 101 is always a thrill, but for Steven the trio by the lady composer Louise Farrenc was a new discovery.

Program No. 5 of the Winter Season featured violinist Stephanie Sant'Ambrogio from the University of Nevada in Reno. We had a chance to work with Stephanie at the Fresno Philharmonic, where she serves as concertmaster. Brian was invited to sub as principal cellist twice, and Rebecca played Principal Second Violin and Assistant Concertmaster in two programs of their regular season under conductor Theodor Kuchar. Stephanie is a fine player of great versatility, equally at ease with the Baroque Trio Sonata by Handel as she was with the early piano quartet by Felix Mendelssohn. She is also a warm human being and gave the most advanced young violinist of CMU's music school a long lesson on Mozart's G Major Violin Concerto.

In Full Bloom rounded off the winter season with sonatas by Mozart, for violin and piano, and by Beethoven, for cello and piano, as well as the only trio ever written by Frederic Chopin. In Bishop, the young string players of the group lesson program played their spring performance in a pre-concert format, and in Mammoth, Sophia and Ari Schuldt opened with the first movement of Antonin Dvorak's *Sonatina*, which was composed for Dvorak's children when they were exactly the same age as our young performers, 11 and 14.

Families of CMU music students received free tickets to the performances they chose to attend.

2. Kids' Concerts.

Total CMU 2012-13 Project Budget: \$25,000

Final Report:

With financial assistance from Mono County, the trio was able to visit the following schools: Bridgeport Elementary (1 visit), Lee Vining Elementary (4 visits), Edna Beaman (1 visit), Mammoth Elementary (3 visits) with assemblies and classroom music instruction based on the CA standards that included basic note reading and writing, rhythm and ear training, singing, trying out instruments and music appreciation. We offered visits to Coleville Elementary School, but did not receive a response. Playful early music learning kindles children's interest in studying an instrument and generates cross disciplinary learning especially in the fields of mathematics and language arts, apart from the sheer joy that music making brings to the school day.

The Mammoth Lakes Library presented one mother's day and one father's day recital, each of which featured 15 elementary and middle school age students of CMU's music school that are enrolled in the individual lessons program, which prepares them for "solo" performances. Depending on the individual student's ability and diligence, the young musicians performed works of varying difficulty, but all performed with grace and poise, to the delight of mothers, fathers and the general public.

3. Community Music School Programs for Youth (Mammoth Elementary Strings, Lee Vining Strings, Honors Strings, Individual Lessons).

Total CMU 2012–2013 Project Budget: \$70,000

Final Report:

Here are the enrollment numbers for CMU's four group programs during the 2012-13 school year:

Mammoth Strings: 94 students

Bishop Strings: 22 students

Honors Strings: 29 students

Lee Vining Strings: 10 students

A total of 155 young people in Mono and Inyo County received weekly instrumental lessons in violin and cello. It is wonderful to think that learning to play an instrument in your free time, voluntarily, after-school, is so attractive to young people. While for many students and parents the commitment to regular home practicing is a challenge, students still have the opportunity to discover the joys of communal music making, and learn patience with themselves and persistence in trying to achieve each new task that presents itself. Enrollment in the music school programs is for an entire school-year, as basic musical learning cannot be accomplished in a project or season. Weekly lessons are crucial to successful learning and to measuring progress. At the end of each semester CMU's students prepare performances that summarize their achievements and demonstrate students' improvement to their friends and families.

CMU's string students played three separate holiday concerts: In Mammoth, 94 elementary school students performed for friends and families on the last day of school in the MPR. 29 Honors Strings students participated in the formal Holiday Pops Concerts with soprano Elissa Johnston at St. Joseph's Church, and in addition the 22 Bishop elementary students performed at the Neighborhood Church concert. The Honors students were thrilled to be joining the adults of the Eastern Sierra Chamber Orchestra to play Leroy Anderson's entertaining "Sleigh Ride", and other holiday selections. Including so many young performers in a formal concert was logistically challenging, but the great community turnout made it worth the effort.

In March, CMU's Honors Strings played a joined concert with Mr. Yassaman's band program at Mammoth High School which turned out to be great fun and raised some funds for the pre-4th of July camp. CMU's Music School concluded the school year with two group recitals in the form of two morning assemblies at Mammoth Elementary School, an high school recital at "Casa Musica," and Honors Strings joined with the advanced band for Mammoth High School graduation festivities. The Pops in the Park concert on the 4th of July also was a wonderful experience for Honors Strings and Advanced Band students.

4. Mammoth Lakes Music Festival.

Total CMU 2012–13 Project Budget: \$50,000

Final Report:

The 2013 Mammoth Lakes Music Festival presented 8 ticketed concerts, 3 free concerts and six public master-classes between July 15 and August 3rd. The ticketed concerts attracted over 2000 concert goers which represents an increase of 10% over last year's festival, mostly thanks to the fact that a

larger venue was available for two of the concerts that took place in the Edison Pavilion, a temporary tent venue that was shared by the ML Foundation's "Food and Wine", the Jazz Jubilee, the MLMF and the Sierra Summer Festival.

The two Pavilion concerts sold 300 tickets each, in two programs that proved to be attractive to veteran concert goers and young audiences alike. For the first time, we were able to have faculty and students perform in a 35-piece string orchestra that played without a conductor! Advanced musicianship and integrity demonstrated by each individual player made this incredible feat possible, and the audience surely appreciated it. Violin star Corey Cerovsek performed a delightfully fresh Haydn Concerto, and a jaw-dropping "Faust Fantasy" by Wieniawski, alongside such beloved works as Mozart's "Night Music" and Borodin's "Sinfonia".

The six other concerts in the Cerro Coso College Lobby sold out as well and featured a wide array of internationally renowned performers and works. (Please see brochure for more detailed information).

5. The Sierra Academy of Music (SAM).

Total CMU 2012-13 Project Budget: \$45,000

Final Report:

The Sierra Academy of Music (SAM) and its associated programs, 'TWEEN, JUNIOR and SCEW enrolled 120 individual students from far (New York City) and near (Mammoth Lakes) over the course of the three week festival. 30 students stayed for the duration of two weeks, the others spend one week each here, many accompanied by friends and family.

JUNIOR (6-12), and 'TWEEN (12-16) students received, in addition to orchestra and chamber music, also instruction in music theory. SAM students, who audition for the program and range from highly gifted teenagers to college music students (the youngest was 12, the oldest 26) had a full day of orchestra, chamber music, individual lessons as well as performance opportunities in daily master-classes.

The two concerts at the end of each week (Friday SAM orchestra, Saturday SAM chamber music plus 'TWEEN and JUNIOR programs) were impressive with regards to the difficulty of repertoire managed, artistic goals realized in just 5 days, and the high degree of team work and constructive collaboration displayed by each age group.

The majority of students came from the Bay Area and Southern California, and even a heavy blanket of smoke from the 'Aspen Fire' could not deter their enthusiasm for many hours of daily rehearsals at the college and the pavilion...

Supplemental Materials

Chamber Music Unbound Final Report

1. Summer Brochure and program booklet
2. Winter Season brochure and program booklet
3. Workshop and Academy brochure
4. Music School Concert Programs



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 20, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	20 minutes (10 presentation; 10 discussion)	PERSONS APPEARING BEFORE THE BOARD	Supervisors
SUBJECT	Certificates of Appreciation		

AGENDA DESCRIPTION:

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

Present Certificates of Appreciation recognizing service provided by two Mono County employees.

RECOMMENDED ACTION:

Approve the certificates and make presentation.

FISCAL IMPACT:

None.

CONTACT NAME: Lynda Roberts

PHONE/EMAIL: 760-932-5538 / lroberts@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

Time

Who

Approval

8/13/2013 7:45 AM	County Administrative Office	Yes
8/13/2013 2:56 PM	County Counsel	Yes
8/14/2013 8:24 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 20, 2013	DEPARTMENT	Public Works - Engineering Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	30 minutes (5 presentation; 25 discussion)	PERSONS APPEARING BEFORE THE BOARD	Garrett Higerd
SUBJECT	Contract Award for the Aspen Road Paving Project		

AGENDA DESCRIPTION:

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

This project will construct a three inch thick hot mix asphalt overlay on approximately 0.24 miles of Aspen Road in June Lake from Highway 158 to the end. In addition, this item includes a resolution to adopt the comprehensive survey map of Aspen Road prepared for the project (depicting the actual location of Aspen Road) and confirming adoption of same into the County road system.

RECOMMENDED ACTION:

Approve and Authorize the Chairman's signature on Resolution No. 13-____ "A Resolution of the Mono County Board of Supervisors Re-confirming its Acceptance of Aspen Road." 2. Based on this staff report concerning bids received in response to a solicitation for bids and responsibility of the apparent lowest responsive bidder: 1) identify Herback General Engineering as responsible bidder submitting the lowest responsive bid; 2) award contract to Herback General Engineering for the Aspen Road Paving Project in an amount not to exceed \$125,596.00; 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$12,559.60 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$330,675, and are approved as to form and legality by County Counsel.

FISCAL IMPACT:

This project is funded by Proposition 1B. On October 18, 2011 the Board approved the use of \$330,675 of Prop 1B funds for this project. To date, \$172,048 has been expended and \$158,627 is remaining to complete the project. Contractor payments will not impact the General Fund. There is sufficient appropriation in the Road Budget for this project.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760.932.5457 / ghigerd@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 & Exhibits](#)

History

Time	Who	Approval
8/15/2013 1:01 PM	County Administrative Office	Yes
8/15/2013 12:06 PM	County Counsel	Yes
8/15/2013 10:52 AM	Finance	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: August 20, 2013
To: Honorable Chair and Members of the Board of Supervisors
From: Garrett Higerd, Senior Engineer
Re: Contract Award for the Aspen Road Paving Project

Recommended Action:

1. Approve and Authorize the Chairman's signature on Resolution No. 13-____ "A Resolution of the Mono County Board of Supervisors Confirming its Acceptance of Aspen Road."
2. Based on this staff report concerning bids received in response to a solicitation for bids and responsibility of the apparent lowest responsive bidder: 1) identify Herback General Engineering as responsible bidder submitting the lowest responsive bid; 2) award contract to Herback General Engineering for the Aspen Road Paving Project in an amount not to exceed \$125,596.00; 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and authority to approve and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$12,559.60 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority of \$330,675, and are approved as to form and legality by County Counsel.

Fiscal Impact:

This project is funded by Proposition 1B. On October 18, 2011 the Board approved the use of \$330,675 of Prop 1B funds for this project. To date, \$172,048 has been expended and \$158,627 is remaining to complete the project. Contractor payments will not impact the General Fund.

Background:

Two culverts on Aspen Road were replaced last fall and now it is time to complete the paving portion of the project. This project was first selected for use of Prop 1B funds by the Board on December 8, 2009. It consists of a three inch thick hot mix asphalt overlay on approximately 0.24 miles of Aspen Road from Highway 158 to the end. The project also includes installation of signage and driveway transitions. The project manual (contract documents, special provisions, technical specifications, etc.) and the project plans, which show the proposed project, are attached to this staff report for Board reference.

In preparation for this project, a boundary survey was performed to document the location of Aspen Road. Mono County has continuously maintained Aspen Road since it was accepted into the County road system in 1948. The resolution attached as Exhibit A, together with the survey information included in Exhibits A-1 and A-2, will confirm the County's original acceptance of Aspen Road in 1948 (including as depicted in the more recent survey). All property owners along Aspen Road have received a copy of this draft resolution and notice that the Board will consider this item.

This project is categorically exempt under CEQA.

The project plans and manual were approved at the Board meeting of June 11, 2013, an optional pre-bid meeting was held in Bridgeport on Tuesday June 25, and two bids were received on July 15th. See the Bid Tabulation attached as Exhibit B. Staff recommends that the Board of Supervisors award the contract to Herback General Engineering, who submitted a responsive bid and is the lowest responsible bidder.

County staff will perform inspection duties for this project and quality assurance testing will be performed by a local consultant. Construction is expected to begin in August.

Please contact me at 760.932.5457 or by email at ghigerd@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,



Garrett Higerd, PE
Senior Engineer

Attachments: Exhibit A – Resolution Re-Confirming Aspen Road Right-of-Way
Exhibit A-1 – Aspen Road Right-of-Way (South Half)
Exhibit A-2 – Aspen Road Right-of-Way (North Half)
Exhibit B – Bid Tabulation



R13-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS
CONFIRMING ITS ACCEPTANCE OF ASPEN ROAD**

1 **WHEREAS**, on September 6, 1927, the Mono County Board of Supervisors approved the final
2 tract map for the Williams Tract (No. 1) Subdivision, in June Lake, California (the “Map”), which was
3 duly recorded in the office of the Mono County Recorder; and

4 **WHEREAS**, the Map offered for dedication to the public all roads, streets, and avenues within
5 the Williams Tract Subdivision, including “Aspen Road”; and

6 **WHEREAS**, the offer of dedication was accepted and Aspen Road was made a part of the
7 County-maintained road system by Resolution of the Board of Supervisors in 1948 (Resolution No.
8 47) (under the name “Williams Subdivision Road”); and

9 **WHEREAS**, Aspen Road was originally constructed in the 1920s and since 1948, the public
10 has continually used and travelled – and Mono County has continually repaired and maintained –
11 Aspen Road including, but not limited to:

- In 1962, a creek culvert extension and road resurfacing project
- In 1994, a road rehabilitation project
- In 2012, a creek culvert replacement project

12 **WHEREAS**, the Williams Tract Subdivision Map, prepared in the 1920s, depicts the general
13 location of Aspen Road within the Subdivision, but does not entirely align with the actual, constructed
14 roadway in several areas; and

15 **WHEREAS**, in 2013, Mono County caused to be prepared and recorded a survey map of the
16 precise location of Aspen Road as constructed (RS 34-96, or the “Aspen Road Survey”); and

17 **WHEREAS**, for the purposes of confirming its location and providing notice to property
18 owners and the public of the location of Aspen Road, Mono County now desires to adopt and approve
19 Exhibit ‘A-1’ and Exhibit ‘A-2’ based on the Aspen Road Survey; and

20 **WHEREAS**, Mono County additionally desires to confirm its prior acceptance of Aspen Road
21 into the Mono County road system (including as depicted on Exhibit ‘A-1’ and Exhibit ‘A-2’);

22 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO
23 FINDS AND RESOLVES** as follows:

24 **SECTION ONE:** Exhibit ‘A-1’ and Exhibit ‘A-2’, attached hereto and incorporated herein by
25 this reference, accurately depict and describe the location of Aspen Road in the Williams Tract No. 1
26 Subdivision in June Lake, Mono County, California.

27 **SECTION TWO:** In 1948 the County accepted, and hereby confirms its acceptance of, Aspen
28 Road, including as depicted in Exhibits ‘A-1’ and ‘A-2’, into the County-maintained road system in
accordance with California Streets and Highways Code section 941 and California Government Code
section 66477.1.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2013, by the
following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

DRAFT

Byng Hunt, Chair
Mono County Board of Supervisors

ATTEST:

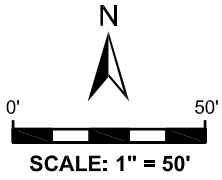
APPROVED AS TO FORM:

Clerk of the Board

County Counsel

EXHIBIT 'A-1'

**ASPEN ROAD RIGHT-OF-WAY (SOUTH HALF)
SURVEY MAP**



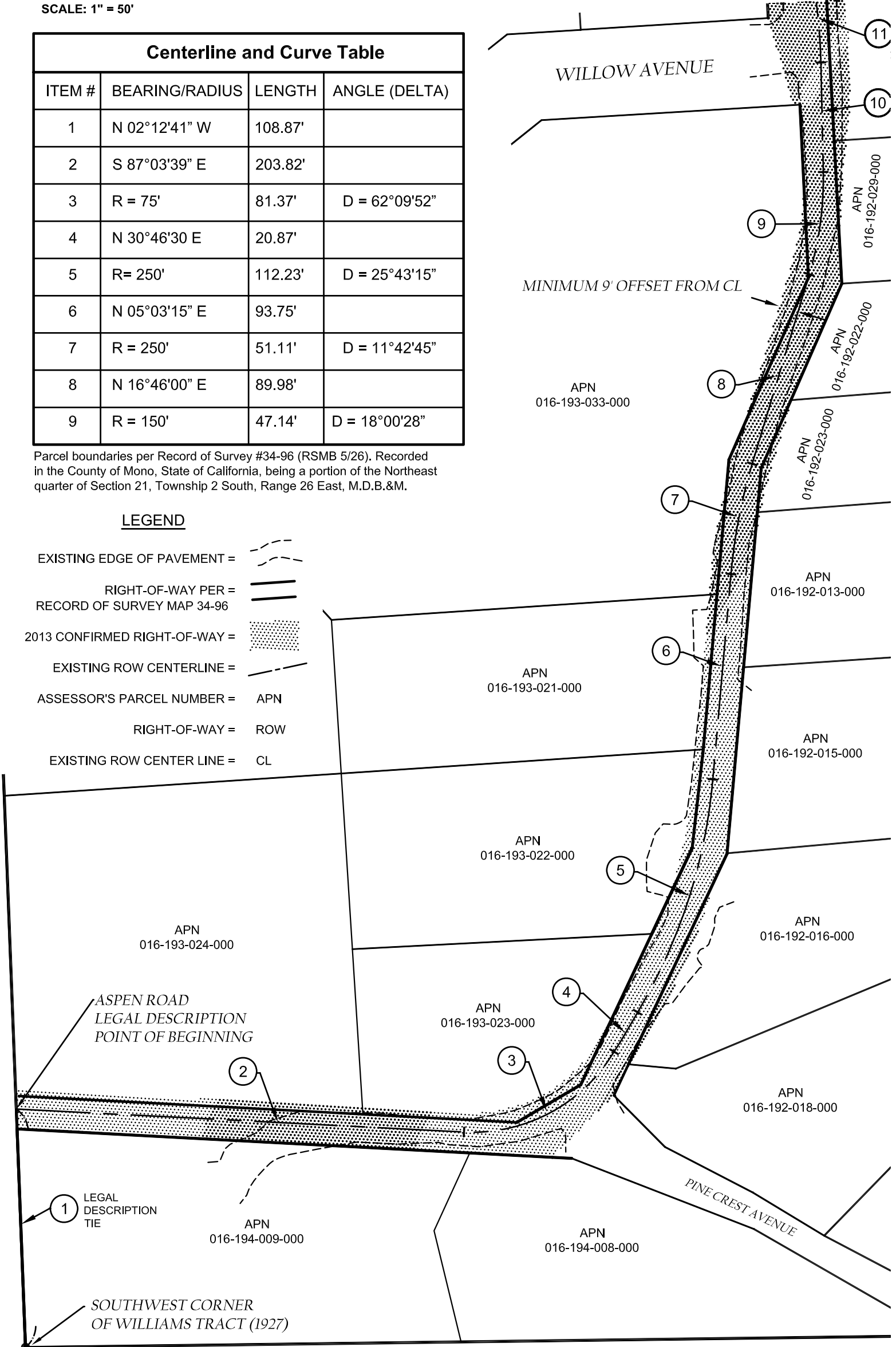
SEE EXHIBIT "A-2"
FOR NORTHERN PORTION

Centerline and Curve Table			
ITEM #	BEARING/RADIUS	LENGTH	ANGLE (DELTA)
1	N 02°12'41" W	108.87'	
2	S 87°03'39" E	203.82'	
3	R = 75'	81.37'	D = 62°09'52"
4	N 30°46'30 E	20.87'	
5	R= 250'	112.23'	D = 25°43'15"
6	N 05°03'15" E	93.75'	
7	R = 250'	51.11'	D = 11°42'45"
8	N 16°46'00" E	89.98'	
9	R = 150'	47.14'	D = 18°00'28"

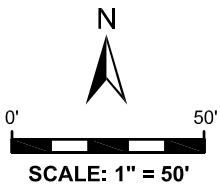
Parcel boundaries per Record of Survey #34-96 (RSMB 5/26). Recorded in the County of Mono, State of California, being a portion of the Northeast quarter of Section 21, Township 2 South, Range 26 East, M.D.B.&M.

LEGEND

- EXISTING EDGE OF PAVEMENT =
- RIGHT-OF-WAY PER RECORD OF SURVEY MAP 34-96 =
- 2013 CONFIRMED RIGHT-OF-WAY =
- EXISTING ROW CENTERLINE =
- ASSESSOR'S PARCEL NUMBER = APN
- RIGHT-OF-WAY = ROW
- EXISTING ROW CENTER LINE = CL



ASPEN ROAD RIGHT-OF-WAY (NORTH HALF)
SURVEY MAP



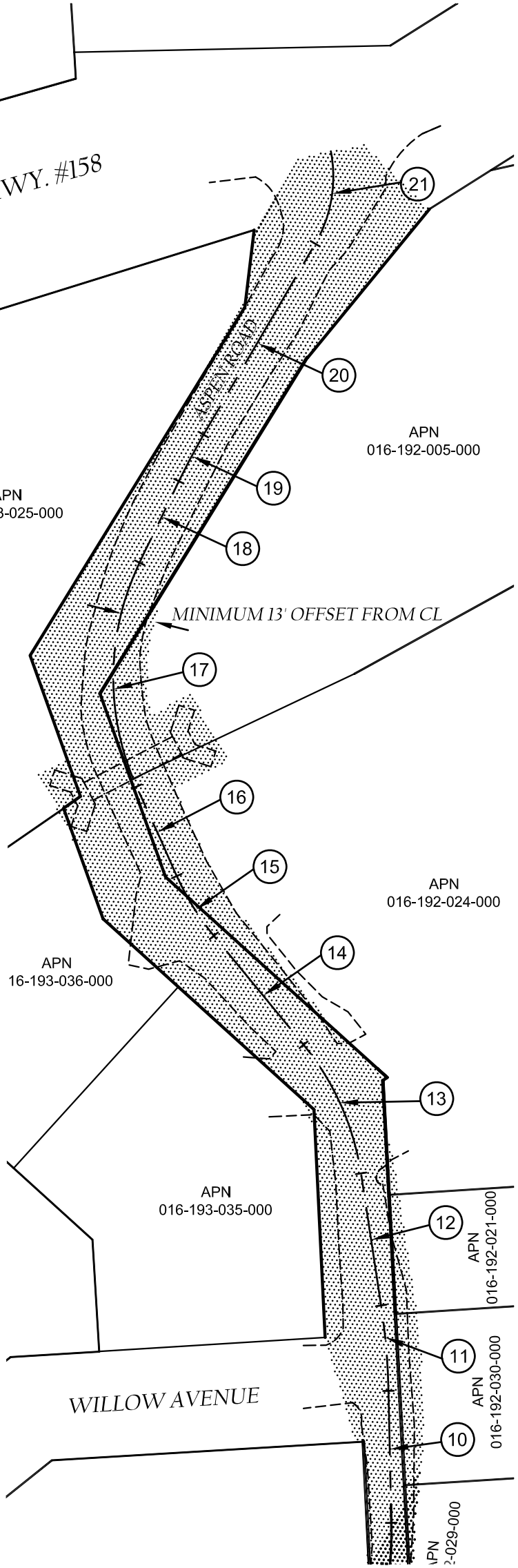
BOULDER DRIVE, CA. HWY. #158

LEGEND

- EXISTING EDGE OF PAVEMENT =
- RIGHT-OF-WAY PER RECORD OF SURVEY MAP 34-96 =
- 2013 CONFIRMED RIGHT-OF-WAY =
- EXISTING ROW CENTERLINE =
- ASSESSOR'S PARCEL NUMBER = APN
- RIGHT-OF-WAY = ROW
- EXISTING ROW CENTER LINE = CL

Centerline and Curve Table			
ITEM #	BEARING/RADIUS	LENGTH	ANGLE (DELTA)
10	N 01°14'28" W	49.82'	
11	R = 250'	32.37'	D = 07°25'07"
12	N 08°39'34" W	50.41'	
13	R = 100'	53.78'	D = 30°48'54"
14	N 39°28'28" W	53.28'	
15	R = 100'	26.61'	D = 15°14'53"
15	N 24°13'35" W	37.00'	
17	R = 100'	87.24'	D = 49°59'14"
18	N 25°45'39" E	34.15'	
19	R = 250'	19.86'	D = 04°33'02"
20	N 30°18'42" E	83.48'	
21	R = 50'	36.19'	D = 41°28'10"

Parcel boundaries per Record of Survey #34-96 (RSMB 5/26). Recorded in the County of Mono, State of California, being a portion of the Northeast quarter of Section 21, Township 2 South, Range 26 East, M.D.B.&M.



SEE EXHIBIT "A-1"
FOR SOUTHERN PORTION

Bid Tabulation
Aspen Road Paving Project
 Monday, July 15, 2013

Item No.	Description	Qty	Unit	Herback General Engineering	Qualcon Contractors
BASE BID:					
1	Mobilization	1	LS	\$10,000.00	\$12,000.00
2	Traffic Control	1	LS	\$5,000.00	\$6,000.00
3	Erosion Control	1	LS	\$2,300.00	\$3,000.00
4	Pulverization	2,424	SY	\$7.75	\$9.00
5	Aggregate Base	20	CY	\$170.00	\$100.00
6	3" HMAC Overlay	395	TON	\$178.00	\$180.00
7	Shoulder Backing with Pulverized Material	12	STA	\$250.00	\$500.00
8	Adjust Sewer Manhole Cover, Water Meter Box	8.0	EA	\$650.00	\$700.00
9	Adjust Water Valve Cover or Sewer Clean Out	8.0	EA	\$300.00	\$400.00
10	Construct Survey Monument Wells	7	EA	\$400.00	\$500.00
11	Snow Poles	16	EA	\$75.00	\$100.00
12	Install Signs	3	EA	\$400.00	\$500.00
BIDDER'S GRAND TOTAL:				\$125,596.00	\$137,316.00



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 20, 2013	DEPARTMENT	County Administrative Office
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	25 minutes (10 presentation, 15 discussion)	PERSONS APPEARING BEFORE THE BOARD	Vicki Smith, Executive Director State Council on Developmental Disabilities, Area #12
SUBJECT	Presentation on the California State Council on Developmental Disabilities, Area Board #12		

AGENDA DESCRIPTION:

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

Presentation by Vicki Smith of the State Council on Developmental Disabilities regarding Area Board #12 and the service provided to the residents of Mono County and the region.

RECOMMENDED ACTION:

Accept presentation from Vicki Smith on State Council on Developmental Disabilities, Area Board #12.

FISCAL IMPACT:

None.

CONTACT NAME: Jim Leddy

PHONE/EMAIL: (760) 932-5414 / jleddy@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

- [Area Board 12 Presentation](#)
- [Area Board 12 Brochure for Presentation](#)

History

Time	Who	Approval
8/13/2013 7:45 AM	County Administrative Office	Yes
8/13/2013 2:56 PM	County Counsel	Yes
8/14/2013 8:23 AM	Finance	Yes

The Role of the
California State Council on
Developmental Disabilities
and
Area Board # 12 Office

Tuesday, August 20, 2013

Presented for:

Mono County Board of Supervisors

Role of SCDD and
Area Board Offices

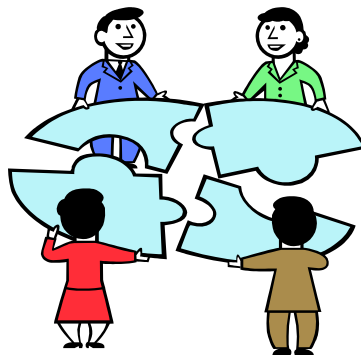
- History
- Organization
- Area Board Functions/Composition

- Bagley-Keene Act
- Federal DD Act
- State Lanterman Act

HISTORY

- 1963 – President Kennedy delivers speech to “combat mental retardation” – consequently Federal Law “Mental Retardation Facilities and Community Health Facilities Construction Act of 1963” – this Act (under reauthorizations) would become known as the Federal Developmental Disabilities Act
- 1965 – CA Governor Edmund G. (Pat) Brown signed AB691 established 2 pilot regional centers – in 1969 – CA Assemblyman Frank D. Lanterman introduces AB225 to extend regional center network throughout CA (today known as the Lanterman Act)

How did SCDD come about and What are Area Boards?



- History of Federal DD Act

- **1970**

- Added Term “Developmental Disabilities” so that Cerebral Palsy, epilepsy and other neurological conditions prior to 18 were included.
 - Required States to establish State Planning and Advisory Council to submit annual plan.
 - Established university affiliated facilities program

- **1975**

- Added Autism and Dyslexia to definition
 - Created Protection and Advocacy System
 - Councils appointed by Governor – no longer called “advisory” and role to advocate is established

- History (cont)

- **1978**

- Definition revised to functional definition; age of onset raised to 22
 - Council consumer representation raised to 50%

- **1984**

- Values of Independence, Productivity and Integration
 - “People First” Language used throughout Act

- **1987**

- Strengthened independence of Council and focused Councils on “systems change” efforts
 - Supported role of Council in public policy advocacy and educating policymakers

- **History (cont)**
 - **1994**
 - Included emphasis on cultural diversity and culturally competent services and supports
 - **2000**
 - Added definition of self-determination
 - Requires Councils to be involved with self-advocacy organizations and leadership training opportunities
 - Raised Council membership to be at least 60% individuals with developmental disabilities or family members

Role of SCDD and Area Boards

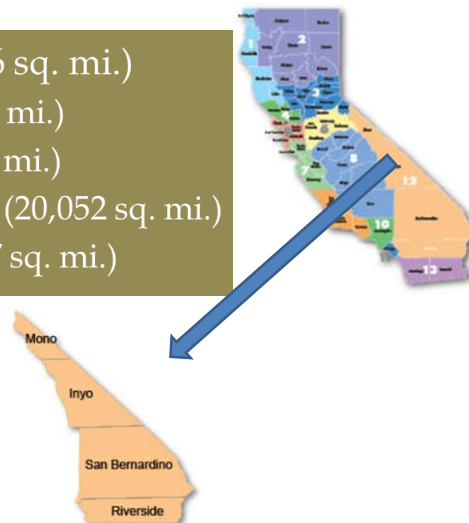
- History
- Organization
 - AIDD – Administration on Intellectual and Developmental Disabilities (Federal Funds)
 - National Council on Developmental Disabilities
 - State Council on Developmental Disabilities (SCDD)
 - Local Area Boards

The SCDD State Plan

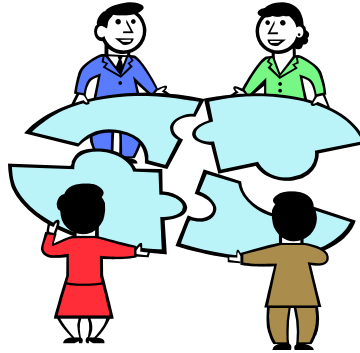
- The SCDD develops a 5-year State Plan identifying goals and objectives that support system improvement and supports for self, family and professional advocates.
- The local Area Boards then have a portion of that State Plan as their responsibility. Area Boards are the regional offices of SCDD.

SCDD Area Board #12

- Area Board # 12 (40,506 sq. mi.)
 - Mono County (3,044 sq. mi.)
 - Inyo County (10,203 sq. mi.)
 - San Bernardino County (20,052 sq. mi.)
 - Riverside County (7,207 sq. mi.)



Collaboration



– State Council Agency Representation

- Department on Aging
- Department of Developmental Services
- Department of Education
- Department of Health Care Services
- Department of Rehabilitation
- Health and Human Services

- University Centers of Excellence
 - » USC
 - » UCLA
 - » UC Davis

- Disability Rights California (Protection and Advocacy)

- **Area Board #12 Representation**

- Board Membership

- 5 Governor Appointees
 - 1 (Consumer or Family member) appointed by GO to SCDD
- **3 Mono County Board of Supervisor Appointees**
- 3 Inyo County Board of Supervisor Appointees
- 3 San Bernardino County Board of Supervisor Appointees
- 3 Riverside County Board of Supervisor Appointees

- Committees

- Standing – Housing and Development, Executive, Govt Affairs
- Ad hoc – ie. Grants

What do we look for in board candidates?

- Self-Advocate
- Family-Advocate
- Community Member who has a demonstrated interest in serving people with developmental disabilities.

How do our Board Members Represent?

- Two-fold
- Area Board Member Code of Ethics
 - Putting Broad representation over personal preferences
- Appointing Authority
 - Reflecting the “area” of the appointment – County appointees represent people with developmental disabilities (and BoS) throughout county while Gov appointees represent people with developmental disabilities (and Gov) throughout 4 counties of Area Board 12.

What types of Issues do Area Boards work?

- Assistance in shoring up systems that serve people with developmental disabilities.
- Example: With School Districts and SELPAs, may be asked to help build bridges to ensure that the students are receiving proper supports to successfully graduate or exit school system at their maximum potential. This “shoring up” may include training, helping to mediate or increase communication between the student/family and the school, or assisting in filing complaint or due process with CDE.

What other types of Issues do we work on in the community?

- Review policies and procedures of publicly funded agencies to ensure compliance in delivery of services and/or supports for people with developmental disabilities.
- Example: With a publicly funded agency, we may receive complaints which trigger our review of a policy and/or procedure to ensure that the specific policy and/or procedure is not violating the provisions of state or federal law in delivery of the entitlement program.

So what are we doing in Mono County?

- Provided cross-training for first responders to increase knowledge in serving people with developmental disabilities.
- Provided training to self and family advocates on how wages affect social security benefits to encourage employment.
- Provided training on the Individual Education Plan (IEP) for self and family advocates to ensure they know their rights and their responsibilities.

What else have we done in Mono County?

- Provided training to the community on Homeownership options to help increase people's independence.
- Currently working with Mammoth USD to improve services and supports for young adults in transition/work program.
- Currently working to help build a sustainable dental community that will serve people with developmental disabilities in both Inyo and Mono counties.

Thank you for inviting us to share with you a little bit about our agency.

Questions??

What is the State Council on Developmental Disabilities



The State Council on Developmental Disabilities (SCDD) is established by state and federal law as an independent state agency to ensure that people with developmental disabilities and their families receive the services and supports they need.

SCDD is uniquely composed of individuals with developmental disabilities, family members, and representatives of state agencies that provide services to individuals with developmental disabilities. SCDD consists of 31 members appointed by the Governor, with individuals with developmental disabilities and family members representing a minimum of 60 percent of the membership. SCDD meets at least six times yearly and is assisted in carrying out its mission by SCDD staff and its regional offices, known as Area Boards.

What Does the State Council Do?

People with developmental disabilities know best what services and supports they need to live independently and to actively participate in their communities. Through advocacy, capacity building and systemic change, SCDD works to achieve a consumer and family-based system of individualized services, supports and other assistance.

The California Developmental Disabilities State Plan guides the work of SCDD. The Plan identifies priority areas for improving and expanding services for individuals and family members in such areas as employment, education, housing, and self-advocacy.

What are the Area Boards?

Area Boards are the 13 regional offices of SCDD, connected to their local communities. Area Boards provide individual and systemic advocacy to their local communities and advise the Council about systemic problems of statewide significance.

SCDD and Area Board Activities:

- ◆ Outreach
- ◆ Training
- ◆ Technical Assistance
- ◆ Supporting and Educating Communities
- ◆ Facilitating Interagency Collaboration and Coordination
- ◆ Eliminating Barriers to Community Services
- ◆ Encouraging Citizen Participation and Self-Advocacy
- ◆ Informing Policymakers
- ◆ Demonstrating New Approaches to Services and Supports
- ◆ Protecting and Advocating for Consumers' Rights

Community Program Development Grants

SCDD Community Program Development Grants are awarded throughout the state to improve and enhance services for Californians with developmental disabilities and their families.

These community grants support the development of new approaches to service delivery as part of an overall strategy for systemic change. Grants are awarded annually and address selected State Plan objectives. For more information on SCDD grants, visit www.scdd.ca.gov.

Our Federal Partners

University Centers for Excellence in Developmental Disabilities (UCEDD) affiliated with USC, UCLA and UC Davis serve the community through research and public policy analysis, information dissemination and training, continuing education, and model demonstrations.

Disability Rights California is dedicated to protecting the personal and civil rights of people with developmental disabilities through advocacy, litigation, training and technical assistance.

Our Funding Source

The work of the **Administration on Intellectual and Developmental Disabilities** supports approaches that shape attitudes, raise expectations, change outdated or broken systems and empower individuals with disabilities to pursue the lives they imagine for themselves. To that end, AIDD provides financial and leadership support to specific organizations in every state and territory in the United States, including the **California State Council on Developmental Disabilities**.

Regional Area Board Offices

Area Board 1

505 S. State Street
Ukiah, CA 95482
(707) 463-4700
Counties Served: Del Norte, Humboldt, Lake, Mendocino

Area Board 2

1367 E. Lassen, #B3
Chico, CA 95973
(530) 895-4027
Counties Served: Butte, Glenn, Lassen, Modoc, Plumas, Tehama, Trinity, Shasta, Siskiyou

Area Board 3

2033 Howe Avenue, #160
Sacramento, CA 95825
(916) 263-3085
Counties Served: Alpine, Colusa, El Dorado, Nevada, Placer, Sacramento, Sutter, Yolo, Yuba, Sierra

Area Board 4

236 Georgia St., # 201
Vallejo, CA 94590
(707) 648-4073
Counties Served: Napa, Solano, Sonoma

Area Board 5

1515 Clay Street, # 300
Oakland, CA 94612
(510) 286-0439
Counties Served: Alameda, Contra Costa, Marin, San Francisco, San Mateo

Area Board 6

2529 W. March Lane #105
Stockton, CA 95207-8270
(209) 473-6930
Counties Served: Amador, Calaveras, San Joaquin, Stanislaus, Tuolumne

Area Board 7

2580 N. 1st Street # 240
San Jose, CA 95131
(408) 324-2106
Counties Served: Monterey, San Benito, Santa Clara, Santa Cruz

Area Board 8

770 East Shaw Ave., #123
Fresno, CA 93710
(559) 222-2496
Counties Served: Fresno, Kern, Kings, Madera, Mariposa, Merced, Tulare

Area Board 9

200 E. Santa Clara St., #210
Ventura, CA 93001
(805) 648-0220
Counties Served: San Luis Obispo, Santa Barbara, Ventura

Area Board 10

411 N. Central Ave., #620
Glendale, CA 91203-2020
(818) 543-4631
County Served: Los Angeles

Area Board 11

2000 E. Fourth St., #115
Santa Ana, CA 92705
(714) 558-4404
County Served: Orange

Area Board 12

650 E. Hospitality Lane, #280
San Bernardino, CA 92408
(909) 890-1259
Counties Served: Inyo, Mono, Riverside, San Bernardino

Area Board 13

8880 Rio San Diego Dr., #250
San Diego, CA 92108-1634
(619) 688-3323
Counties Served: Imperial, San Diego



SCDD

STATE COUNCIL ON DEVELOPMENTAL DISABILITIES

Helping Californians with
developmental disabilities to achieve
self determination, independence
productivity, and community
integration and inclusion

SCDD

1507 21st Street, #210
Sacramento, CA 95811

Phone: (916) 322-8481
Toll Free: (866) 802-0514
TTY: (916) 324-8420
council@scdd.ca.gov
www.scdd.ca.gov