



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting May 20, 2014

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

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Approve Minutes of the Regular Meeting held on May 6, 2014.

B. Board Minutes

Departments: Clerk of the Board

Approve Minutes of the Regular Meeting held on May 13, 2014.

3. PRESENTATIONS - NONE

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

6. DEPARTMENT/COMMISSION REPORTS

7. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

A. Employment Agreement of Jeff Walters as Public Works Director/ Director of Roads Operations/Fleet Services

Departments: County Administrator/Human Resources

Proposed resolution approving a contract with Jeff Walters as Public Works Director/Director of Roads Operations, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R_____, approving an employment agreement with Jeff Walters and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost of this position for the remainder of FY 2013-2014 (May 20th to June 30th) is approximately \$20,485.00 of which \$14, 395 is salary; \$2,920.00 is the employer portion of PERS, and \$3,170.00 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2014-2015) would be \$181,444 of which \$127,500 is annual salary; \$25,867 is the employer portion of PERS, and \$28,077.00 is the cost of the benefits.

B. At-Will Contract for Alicia Vennos, Economic Development Director

Departments: Human Resources

Proposed resolution approving a contract with Alicia Vennos as Economic Development Director, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R14-____, approving an employment agreement with Alicia Vennos, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost of this position for the remainder of FY 13/14 is approximately \$18,899 of which \$11,799 is salary; \$2,394 is the employer portion of PERS, and \$4,706 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (14/15) would be \$162,472 of which \$101,316 is salary; \$21,546 is the employer portion of PERS and \$36,610 is the cost of benefits.

C. CSA #5 Budget Amendment for Courthouse Beautification Project

Departments: Finance

CSA #5 budget amendment for the Bridgeport Beautification Project.

Recommended Action: Approve budget amendment for CSA #5 to allow the purchase of two benches, a planter and trash can combinations for the Bridgeport Courthouse Beautification Project by reducing contingencies and increasing Capital Equipment > \$5,000 by \$12,000 (4/5ths vote required).

Fiscal Impact: No impact to the County General Fund - 100% of project is funded by CSA #5.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Glenn County Board of Supervisors Water Bond Letter

Letter from Glenn County Board of Supervisors, dated April 18, 2014, regarding the Development of a Balanced 2014 Water Bond. Informational only.

B. Wildlife Conservation Board Notice of Meeting

Notice of the May 22, 2014 Wildlife Conservation Board, highlighting the agenda item related to Mono County. The entire agenda packet contents are available for viewing at the Clerk's office.

C. Notice from Fish and Game Commission

Notice of proposed regulatory action dated May 6, 2014 from the Fish and Game Commission, relative to Sections 300 and 708, Title 14, California Code of Regulations, relating to upland game bird, which will be published in the California

Regulatory Notice Register on May 9, 2014.

D. Additional Notice of Proposed Regulatory Action

Notice of proposed regulatory action dated May 7, 2014 from the Fish and Game Commission, relative to Amending Section 502, Title 14, California Code of Regulations, relating to Waterfowl Regulations for the 2014-2015 seasons, which will be published in the California Regulatory Notice Register on May 9, 2014.

9. REGULAR AGENDA - MORNING

A. 2013 Crop and Livestock Report

Departments: Agricultural Commissioner

10 minutes (5 minute presentation; 5 minute discussion)

(Nathan D. Reade, Agricultural Commissioner) - The Agricultural Commissioner will present the 2013 Inyo/Mono Crop and Livestock Report.

Recommended Action: None. Informational Only.

Fiscal Impact: None.

B. Unanticipated Gas Tax Revenue

Departments: Agricultural Commissioner

10 minutes (5 minute presentation; 5 minute discussion)

(Nathan D. Reade, Agricultural Commissioner) - The Agricultural Commissioner's Department has received an unanticipated gas tax revenue in the approximate amount of \$11,701. The Agricultural Commissioner is requesting that the funds be set aside for future use to construct a building to house his Department.

Recommended Action: Authorize unanticipated gas tax revenue, in the approximate amount of \$11,701 to be set aside for the Agricultural Commissioner's Department for future use to construct a building for this department.

Fiscal Impact: Reduced cash in the General Fund in the amount of \$11,701 for FY 13/14.

C. Active Transportation Program Grant Application

Departments: Public Works, Community Development

20 minutes (10 minute presentation; 10 minute discussion)

(Wendy Sugimura, Gerry Le Francois, Garrett Higerd) - Active Transportation Program grant for Bridgeport and Lee Vining Safe Route to Schools project.

Recommended Action: Authorize staff to prepare and submit an application for an Active Transportation Grant (ATP) for the Bridgeport and Lee Vining Safe Routes to School (SRTS) project. Provide any other desired direction.

Fiscal Impact: No impact on the General Fund is anticipated. Application has no match requirements.

D. Ratification of Mono County Deputy Sheriffs Association Memorandum of Understanding - 2014 to 2017

Departments: County Administrator's Office/County Counsel
25 minutes (10 minute presentation; 15 minute discussion)

(Jim Leddy and Marshall Rudolph) - Proposed Memorandum of Understanding with the Mono County Deputy Sheriffs' Association pertaining to terms and conditions of employment.

Recommended Action: Adopt proposed Resolution R14-____, adopting and approving a memorandum of understanding between the County and the Mono County Sheriff's Officers' Association (aka the Deputy Sheriffs' Association). Provide any desired direction to staff.

Fiscal Impact: The impact to the County General Fund is estimated to be \$26,325 including an increase of \$27,000 per year for the reinstatement of step increases and savings of \$625 for the increase.

E. Comment Letter for USFWS Sage Grouse Public Hearing

Departments: Community Development
20 minutes (10 minutes staff report; 10 minutes discussion)

(Wendy Sugimura) - Board of Supervisor comments for May 29 USFWS public hearing regarding listing proposal for Bi-State Distinct Population Segment of greater sage- grouse

Recommended Action: Potentially approve and authorize the chair to sign letter to the USFWS regarding listing proposal for Bi-State Distinct Population Segment of greater sage- grouse, and provide any desired direction to staff

Fiscal Impact: NA

F. Temporary Road Closures for, and Assistance with, the 152nd Bridgeport 4th of July Celebration

Departments: Public Works
15 minutes (5 minute presentation; 10 minute discussion)

(Jeff Walters) - The 152nd Annual 4th of July Celebration in Bridgeport takes place this year. At the April 15, 2014 Mono County Board of Supervisors meeting the Board adopted two resolutions regarding this event. A recent change to the event requires amending the resolution regarding road closures.

Recommended Action: 1. Receive staff report regarding changes to the 152nd Annual 4th of July Celebration in Bridgeport. 2. Consider and potentially adopt Resolution No. R14- ____, "A Resolution of the Mono County Board of Supervisors

Authorizing the Temporary Closure of County Roads in Bridgeport and the Temporary Detour of Traffic onto County Roads in Bridgeport from Highway 395 for the 152nd Annual Bridgeport Fourth of July Celebration." 3. Consider and potentially authorize Public Works to purchase necessary signs for traffic control. 4. Provide any desired direction to staff.

Fiscal Impact: Up to \$2,000 to purchase signs required to comply with Caltrans Traffic Control Regulations. These funds are available in the Road Fund.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente 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.

B. Closed Session - Conference with Real Property Negotiators

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Conway Ranch. Agency negotiators: Marshall Rudolph and Tony Dublino. Negotiating parties: Mono County and Eastern Sierra Land Trust. Under negotiation: price and terms of payment (for conservation easement).

REGULAR AFTERNOON SESSION COMMENCES AT 1:00 P.M.

12. 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.)

13. REGULAR AGENDA - AFTERNOON

A. CDBG Income Reuse Plan Adoption

Departments: Finance

PUBLIC HEARING 1:00 P.M. / 15 minutes (5 minute presentation, 10 minute discussion)

(Megan Mahaffey) - Public hearing regarding and possible adoption of the Mono County Income Reuse Plan for the Mono County Community Development Block Grant (CDBG) Program.

Recommended Action: 1. Hold public hearing regarding CDBG Income Reuse Plan for Mono County. 2. Adopt Resolution #R14-_____, approving CDBG Program Income Reuse Plan with Jurisdictional Certifications. Provide any desired direction to staff.

Fiscal Impact: None at this time.

B. CDBG Homebuyer Program Guidelines

Departments: Finance

PUBLIC HEARING 1:15 P.M. / 15 Minutes (5 min presentation, 10 min discussion)

(Megan Mahaffey) - Public hearing regarding Community Development Block Grant (CDBG) Homebuyer Assistance Program Guidelines. Resolution of the Mono County Board of Supervisors Approving CDBG Homebuyer Program Guidelines with Jurisdictional Certifications.

Recommended Action: Conduct public hearing. Consider and potentially adopt Resolution #R14-_____, adopting CDBG Program Guidelines as presented or amended. Provide any desired direction to staff.

Fiscal Impact: None at this time.

C. Contract Award for the Chalfant Streets Rehabilitation Project

Departments: Public Works - Engineering Division

10 minutes (5 minute presentation; 5 minute discussion)

(Garrett Higerd) - This project will rehabilitate approximately 5.5 miles of local streets and roads in Chalfant and White Mountain Estates.

Recommended Action: Based on this staff report concerning bids received in response to a solicitation: 1) identify Qualcon Contractors Inc. as responsible bidder submitting the lowest responsive bid; 2) approve and authorize chair's signature on contract with Qualcon Contractors Inc. for the Chalfant Streets Rehabilitation Project in an amount not to exceed \$1,378,566.00; 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 \$81,428.00 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 \$1,419,000, and are approved as to form and legality by County Counsel.

Fiscal Impact: This project is funded by the State Transportation Improvement Program (STIP). The California Transportation Commission (CTC) approved \$1,419,000 for the construction phase of this project on March 21, 2014. Contractor payments will not impact the General Fund.

D. Follow-up to EMS System Workshop

Departments: EMS

30 minutes (15 minute presentation; 15 minute discussion)

(Dr. Richard O. Johnson) - Dr. Johnson presented a LEMSA Workshop on April 15, 2014. The opportunity for questions and discussion was postponed until this date.

Recommended Action: None (informational only). Provide any desired direction to staff.

Fiscal Impact: None.

E. Mailbox Ordinance

Departments: Public Works, County Counsel

20 minutes (5 minute presentation; 15 minute discussion)

(Jeff Walters, Marshall Rudolph) - Proposed ordinance adding section 13.04.025 to the Mono County Code, pertaining to mailboxes.

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: None.

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 20, 2014

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve Minutes of the Regular Meeting held on May 6, 2014.

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

[05-06-14 Draft Mins](#)

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 5/12/2014 9:41 AM | County Administrative Office | Yes |
| 5/13/2014 9:19 AM | County Counsel | Yes |
| 5/12/2014 11:31 AM | Finance | Yes |



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

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

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

**Regular Meeting
May 6, 2014**

| | |
|---------------|-------------------|
| Flash Drive | #1010 |
| Minute Orders | M14-74 to M14-78 |
| Resolutions | R14-27 to R14-28 |
| Ordinance | Ord14-02 NOT USED |

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

*Supervisors Present: Alpers, Fesko, Hunt, Johnston and Stump.
Supervisors Absent: None*

*Break: 11:08 a.m.
Reconvene: 11:15 a.m.
Lunch/Closed Session: 11:23 a.m.
Reconvene: 2:35 p.m.
Adjourn: 2.36 p.m.*

Pledge of Allegiance led by Supervisor Fesko.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Carolyn Webb:

- Here to report on RPAC.
- Got report from Jeff Simpson (Tourism) about plans for Trophy Trout program; gave her opinion on what will/won't work with proposed plans for program. Worried about the amount of fish they're proposing to stock; will be ½ of what is normally stocked.

2. APPROVAL OF MINUTES

A. Board Minutes

Note

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

Departments: Clerk of the Board

Action: Approve Minutes of the Regular Meeting held on April 15, 2014, as corrected.

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

M14-74

Supervisor Hunt:

- On p. 3 of draft minutes, under his board report. Second sentence refers to Sierra Nevada Geothermal Tourism Program – should be Sierra Nevada Geotourism Program.

B. Board Minutes

Departments: Clerk of the Board

Action: Approve Minutes of the Special Meeting held on April 23, 2014.

Hunt moved; Stump seconded

Vote: 5 yes; 0 no

M14-75

3. PRESENTATIONS

A. Proclamation designating the Month of May 2014 as Foster Parent Appreciation Month

Departments: Social Services

(Marlo Preis, Staff Services Analyst II) - The Department of Social Services requests the Board of Supervisors join the nation in recognizing the importance of foster care by officially proclaiming May as "Foster Parent Appreciation Month" in Mono County, in order to thank existing foster parents, increase public awareness, and promote recruitment of much needed additional foster families.

Mono County foster parents will be in attendance to receive in-person the proposed proclamation in honor of Foster Parent Appreciation Month.

Action: Approve Proclamation and present foster parents of Mono County with copy of the Proclamation.

Hunt moved; Fesko seconded

Vote: 5 yes; 0 no

M14-76

Marlo Preis:

- Introduced both Seth Miller and Carolyn Balliet ; both of whom are Foster Parents.
- Read some brief comments to them, thanking them.

Supervisor Johnston:

- Read and presented proclamations.

Supervisor Fesko:

- Sometimes hesitant to approve proclamations but is extremely happy with this one and about the program.

Carolyn Balliet:

- Spoke a few words about foster program.

Supervisor Stump:

- Thanked Marlo for her commitment to program.

Note

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4. BOARD MEMBER REPORTS

Supervisor Alpers:

- Have had a series of Mono Basin RPAC meetings – one back in April where Board requested comments on Conservation Easement being worked on for Conway Ranch. Also had special meeting on 4/25 (he deliberately did not attend); a document incorporating comments is now being circulated. On schedule for July 1st; culmination and approval to Caltrans.
- Drought issue becoming a concern to him. Grant Lake, questions about diversions. Wants to work on drafting a letter to the LADWP to work things out. To be brought back to board. Supervisor Stump – voiced diversion concerns water in his district; asked that more than Grant Lake be wrapped into letter.
- Thanked and acknowledged Garrett Higerd and Jim Leddy for participation at CAC meeting and project they're working on.

Supervisor Fesko:

- Introduced Jeff Ulrich, the new Bridgeport District ranger who spoke for a few minutes.
- 4/16 – meeting with Antelope Valley CERT and ATV Jamboree, great meeting to help train CERT members for this event.
- 4/22 – attended Candidate's night in Bridgeport; very interesting to see what questions were asked and how they were answered.
- 4/24 – Attended Antelope Valley CERT.
- 5/1 – Attended 45 minutes of strategic meeting in Lee Vining; interesting to see standing room only. Interesting to talk with the employees. Hats off to everyone involved in planning this.
- Town Hall Budget Meetings next Monday in Walker and Tuesday in Bridgeport.
- Sad to see that Fish and Game designated two frogs and a toad as threatened species.
- Passes have opened/closed; it's that time of year with unsettled weather.
- Wanted to mention some birthdays - Bob Bonzai Lewellan 79, Bill Koch, Mary Spindler, Sue Fowler, and my daughter Michelle Schembri.
- Also wanted to mention a couple anniversaries - Susan and Dennis Tharan, Bill and Belen Koch.

Supervisor Hunt:

- 4/17 – Community Corrections Partnership meeting – things moving along well there.
- 4/24 – Mono County Collaborative Planning Team meeting; feels this committee is one of the most valuable he's sat on over the years.
- Yosemite Gateway Partners Board of Directors meeting – upcoming meeting consisting of multiple participants. We may send over Jeff Simpson or Alicia Vennos.
- Sustainable Communities Symposium to be held in December.
- Great Basin meeting yesterday here in Bridgeport; discussed various issues, including large payment owed by LADWP.
- Last night first Budget Town Hall meeting in Mammoth Lakes; not a huge turnout. Good forum, however.

Supervisor Johnston:

- Attended two ARC meetings; also attended the BBQ at the strategic employee meeting.
- Budget meeting last night in Mammoth Lakes.
- Attended the Great Basin meeting here yesterday.
- Attended Caltrans memorial for workers killed over the years.
- Attended Mammoth recreation meeting and a dinner for Andrea Lawrence.
- 4/24 - Attended California Air Resources Board where he testified in favor of including Mono and Inyo Counties in the NOx exempt areas of the state. CARB ok'd the change.
- Attended Mammoth Lakes Trail and Public Access meeting.
- Attended Special board meeting on 4/23.
- Planning Parks meeting in Mammoth.
- Frogs and Toads have been designated; he's in opposition to Supervisor Fesko's

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opinion. He's ok with this, we can co-exist. Still need to work on the Sage Grouse.

Supervisor Stump:

- Attended Benton RPAC meeting – reminded folks there will be a Budget Town Hall meeting soon.
- Attended Lower Rock Creek meeting in Paradise; good reminder for him about the usefulness of these smaller organizations. Gave some California Groundwater information.
- Attended Candidate's Night – good for Candidates to know we have the Collaborative Team in place to address issues.
- Attended BBQ after last Thursday's all employee strategic planning meeting. It was great.
- Letters he may be asking Board to support – proposed power line corridor down highway 6; citizens concerned about these proposed corridors. Also a letter regarding drought issues that Supervisor Alpers spoke about, relating to his district.

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Jim Leddy:

- 4/22 – He and Leslie started meeting with different departments to launch budget process.
- 4/23 – Energy Task Force meeting – continuing with portfolio of tasks approved by board.
- Attended Andrew Lawrence dinner; gondola ride very interesting.
- So Cal Edison Reliability briefing with he and the Sheriff; there are a lot of documents involved.
- Thanked staff for Thursday's all day meeting – 171 attended. Very full day. Work part paid for by Trindel but the after work BBQ was not paid for with any county funds. 5/15 draft report regarding Strategic Planning will be coming; hopefully to be brought to Board in Early June
- Thanked the following people for their part in making the Strategic Planning meeting a success: Ted Shepard and Megan Foster – for naming the BBQ Ted's Excellent Adventure. Judi Curti's son, Niko Curti, for being there all day helping. Stacey Klemm – she stage manager that day; brought everything together. Also to Don Nunn and Jason Davenport of facilities.
- The Strategic Planning day wasn't entirely focused on finances; the employees were looking at all possibilities.
- Town Hall Budget Meetings: Wednesday, then next Monday and Tuesday.

6. DEPARTMENT/COMMISSION REPORTS

Scott Burns:

- Brief update on Frog and Toad Designation (gave handout, to be posted to the web). Still awaiting Critical Habitat designation. Turned over to Wendy Sugimura, gave brief overview. Supervisor Johnston: thanked staff and Dr. Paulus for work done on this. Supervisor Stump asked that Wendy email the summary to him for forwarding on to constituents. Supervisor Fesko: thanked staff but pointed out that critical habitat results will be most crucial.

7. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

Note

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

A. Department of Public Health Immunization Contract Fiscal Year 2013-2017

Departments: Public Health

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

Action: Approve and authorize the Chair to sign the Standard Agreement, Number 13-20334 with the California Department of Public Health (CDPH) for the Immunization Program for FY 2013-2017. PLEASE NOTE: This item had previously been to the Board of Supervisors and approved on November 5, 2013. The California Department of Public Health has returned the contracts for amendment for a verbiage change. The title "Immunization Coordinator" has been requested and therefore changed to "Health Program Manager." No other changes have been made.

Hunt moved; Fesko seconded

Vote: 5 yes; 0 no

M14-77

B. Miles of Smiles Thank You Letter

Departments: Public Health

Thank you letter to UCLA School of Dentistry for the Miles of Smiles dental program.

Action: Approve Chairman's signature on the thank you letter to UCLA School of Dentistry for the Miles of Smiles dental program.

Hunt moved; Fesko seconded

Vote: 5 yes; 0 no

M14-78

C. At-Will Contract for Paul Roten, Associate Engineer III

Departments: Public Works; Human Resources

Proposed resolution approving a contract with Paul Roten as Associate Engineer III, and prescribing the compensation, appointment and conditions of said employment.

Action: Approve Resolution #R14-27, approving a contract with Paul Roten as Associate Engineer III, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Hunt moved; Fesko seconded

Vote: 5 yes; 0 no

R14-27

D. Dental Insurance Change

Departments: Finance/HR

Resolution regarding change of employee dental care benefit plan/administrator based on the results of MCPE's review of current and

Note

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available insurance.

Action: Approve and authorize the Chairman to sign the proposed resolution #R14-28, pertaining to employee dental care benefits.

Fesko moved; Hunt seconded

Vote: 5 yes; 0 no

R14-28

Pulled by Supervisor Fesko:

- Wanted to point out that *any* savings is huge and needs to be recognized.

Supervisor Hunt:

- Finds it interesting that health care costs going down, not up for Great Basin.

Leslie Chapman:

- Gerald Frank here to answer questions.
- Savings are minimal, but it's a much better plan for the employees, that's why this is a benefit.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Tulare County Board of Supervisors Regarding Water Bond

Letter dated April 7, 2014 from the Tulare County Board of Supervisors requesting our county's participation in signing a legislative letter in support of the development of a balanced 2014 Water Bond.

B. Conway Ranch HOA

Correspondence dated April 11, 2014 from the Conway Ranch Homeowner's Association expressing concern about the number of vehicles that enter the housing area to access the Inland Aquaculture Facility. The letter requests signs to be placed at the entrance to the subdivision for safety reasons.

Pulled by Supervisor Alpers:

- We have an IT issue here; GPS readings seem to be off.
- Can we look into this a little more thoroughly through IT? Asked Jeff Walters to follow up.

C. Wildlife Conservation Board Regarding Conservation Easement

Correspondence dated April 21, 2014 from the Wildlife Conservation Board regarding the Sinnamon Meadows, Conservation Easement, Project ID: 2012149.

D. High Sierra Tri Club Thank You Letter

Letter from Alana Levin, Director of the High Sierra Tri Club, thanking the Board of Supervisors for passing the resolution for the road closure in June Lake to provide a safe and organized race.

E. Correspondence from SCE Regarding Order Issued by the CPUC

Note

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

Notice of Order Instituting Rulemaking in R.14-03-016 from Southern California Edison's Attorney Mark A. Rothenberg enclosing a copy of said Order.

The Board acknowledged receipt of the correspondence.

9. REGULAR AGENDA - MORNING

A. California Highway Patrol - Presentation by Lt. Ron Cohan

Departments: County Administrator's Office

(Lt. Ron Cohan) - Presentation by Lt. Ron Cohan regarding services provided by the California Highway Patrol in Mono County.

Action: None.

Ron Cohen:

- Gave historical, statistical, and other information related to the California Highway Patrol.
- Showed short video relating to CHP and all the services they provide. (Ron will provide a copy to Supervisor Alpers as requested.)
- Discussion about Bridgeport personnel.
- Acknowledged all other local law enforcement and the fact that not one agency in our rural area could handle a large incident. They all work together and cooperate and that is how law enforcement works here.
- Goals – better communication with the public. Since he's been here, he has increased the amount of press releases that have gone out exponentially.
- Spoke about the statistical "report card" he had submitted with his item.
- He supports anything that results in fewer collisions.

Board members:

- Asked general questions or for clarification on details.
- Mentioned that Mono County is interested in collaborating with CHP wherever appropriate. Asked him to give it some thought.

B. Mammoth Lakes Repertory Theatre Community Grant Report

Departments: Finance

(Shira Dubrovner) - Shira Debrovner will report on the Theatre for Young Audience Program funded by Mono Community Grant.

Action: None.

Shira Dubrovner:

- Thanked the Board for their support of her program.
- This program integrates different kinds of kids; very important. The program is making an impact.
- Board thanked her for all the work she's doing.

C. CDBG Program Income Reuse Plan Resolution

Departments: Finance

(Megan Mahaffey) - CDBG Income Reuse Plan Resolution.

Action: None. Pulled from agenda.

Supervisor Johnston:

- This is being pulled from today due to lack of noticing.
- Will be re-agendized shortly.
- Does want to offer time for discussion; seeing none, item is pulled.

Note

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

Supervisor Stump:

- Asked what happened to item?

Leslie Chapman:

- Explained what happened with how item was agendized. She didn't put into Novus as a public hearing.
- There's not a time issue here.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. CLOSED SESSION

There was nothing to report out of closed session.

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente 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.

B. Closed Session - Conference with Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

C. 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.

D. 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.

E. 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: Luman v. Mono County Personnel Appeals Board et al.

F. Closed Session - Conference with Legal Counsel

Note

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

G. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Economic Development Director.

REGULAR AFTERNOON SESSION COMMENCES AT 2:00 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

13. REGULAR AGENDA AFTERNOON- NONE

ADJOURN 2:36 p.m.

ATTEST:

LARRY K. JOHNSTON
CHAIRMAN

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 May 20, 2014

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve Minutes of the Regular Meeting held on May 13, 2014.

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

[05-13-14 Draft](#)

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 5/14/2014 2:06 PM | County Administrative Office | Yes |
| 5/15/2014 9:45 AM | County Counsel | Yes |
| 5/14/2014 12:42 PM | Finance | Yes |



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

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

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

**Regular Meeting
May 13, 2014**

| | |
|---------------|-------------------|
| Flash Drive | #1011 |
| Minute Orders | M14-79 to M14-83 |
| Resolutions | R14-29 NOT USED |
| Ordinance | Ord14-02 NOT USED |

9:01 AM Meeting Called to Order by Chairman Johnston.

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

*Break: 10:19 a.m.
Reconvene: 10:30 a.m.
Closed Session: 10:45 a.m.
Reconvene: 1:37 p.m.
Adjourn: 1:37 p.m.*

Pledge of Allegiance led by Supervisor Hunt.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Carolyn Webb:

- Attended Fisheries meeting: Jim Erdman told her there is going to be a New District Area Manager; also heard that Fish & Wildlife is looking at changing statewide regulations, to simplify them.
- Been reading through the Eastern Sierra Land Trust document again; in her opinion, building envelope listed is ½ acre too small; groundwater issues.
- Marshall Rudolph: not on agenda, can't be discussion but we have a working group that includes Supervisors Hunt and Alpers; his role is to create the legal document. In doing so, he defers to Supervisor Alpers in regards to Fisheries. He helped draft the document, RPAC had recommendations and there was input from the committee.

Note

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2. APPROVAL OF MINUTES - NONE

3. PRESENTATIONS - NONE

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- Monthly June Lake CAC Meeting – Forest Service has been evaluating the dead tree area at June Mountain. The spread of the beetle has stopped. They're going to do a fire prevention management plan.
- Met with June Lake folks regarding signage (monument signs) – to be replaced. Thanked Scott Burn's daughter for her drawings. Designs will go through public process.
- Collaborative Planning Team – Issue of who has Supremacy on the Land? This issue brewing in various locations, kind of close to our county. Hopes we will watch this very closely.
- Spent rest of time working on Conway Ranch and various issues; Conservation Easement – working through on day by day basis. Complimented Tony Dublino for coming on board and getting up to speed.

Supervisor Fesko:

- Email from Nate – announcing Digital 395 Ceremony, Friday August 1st, 1:00 to 4:00 at the Mammoth Mountain Conference Center (details to be posted online).
- 5/7 – attended CSA #5 meeting here in Bridgeport; main focus Memorial Hall project and funding for it (\$500,000 allocated towards that by CSA #5); moving forward but looking at how money will be spent.
- 5/12 – Attended LTC meeting; three projects to work on, choose from: north Conway passing lanes agreed to go forward; Bridgeport passing lanes, northbound passing lane north of point ranch also passed. Good compromise on projects passed.
- Antelope Valley Town Hall Meeting (budget): good attendance. Two hour workshop, great interaction. There's another one tonight here in Bridgeport.
- The birds are back at the courthouse and are finding places to attach their nests. Prior to nests being completed, they can be taken down. Needs to be done daily so that birds don't keep coming back.

Supervisor Hunt:

- Thursday, drive to Yosemite Valley to pick up cousin-in-law; spent some time in the Valley. It's been a great experience for her to be here and for him to show her around.

Supervisor Johnston:

- Received a call about 7-10 bags of garbage on Lupin Street: there is now going to be a clean-up day in the town on the 17th.
- Attended Mammoth Lakes Housing meeting last Friday evening; there are 30 families waiting on the list.
- Attended LTC – selected a MOU project. Thanked everyone that participated.
- Attended Treasury Oversight Committee meeting yesterday; very impressed with Rose and her knowledge in this area and Leslie and her staff.
- Attending CSAC Legislative conference the next couple days in Sacramento with CAO Jim Leddy. Supervisor Stump: asked about potential legislation. Jim Leddy: Deadline to get out of house of Origin is a couple weeks

Supervisor Stump:

- Last Thursday attended the Planning Commission meeting – Sierra Business Parks Specific Plan; complimented the Commission for flushing through various issues.
- Attended Joint Fire Commission meeting in Tri-Valley between White Mountain Fire and Chalfant Valley CSD; let them know what's going on in our county.
- He got a knock on his door Sunday about a leak in the bathroom at Crowley Lake Park; it was taken care of.
- New employee Bill Czeschin is now lead facilities person; will get cross-trained in various

Note

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- things; sent a shout out to him.
- Yesterday attended LTC, county project to move forward with Caltrans and inter-agency agreements we've been working on.
- New IT facility in Mammoth – they've utilized the space well, go see it if you have a chance: Thanked IT, Public Works, the Sheriff's Department for the use of inmates for the move (true team effort).

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Jim Leddy:

- Mammoth Lakes Town Hall Meeting.
- June Lake CAC meeting.
- Strategic Planning – steering committee on Thursday night; awaiting the draft report.
- Lee Vining Community Center budget meeting.
- Last Thursday, coffee with CAO – good attendance/conversation.
- Met with Animal Control staff; discussing reorganization of this program while maintaining the level of services. Will be bringing idea forward during budget time. Supervisor Johnston: are we coordinating with the Town in regards to Animal Control?
- Went on walking tour in Bridgeport looking at existing facilities; goal is to get out of old hospital.
- Antelope Valley Town Hall Budget meeting last night; people are getting more of a sense of what the county does with these meetings.

6. DEPARTMENT/COMMISSION REPORTS

Scott Burns:

Update on Sage Grouse:

- Learned that public hearings that were cancelled have been rescheduled for May 28, 2014 in Minden and May 29, 2014 in Bishop both at 6:00 p.m. Wants to coordinate with board members and prepare a draft comment letter. Need to build upon what's been submitted, not rehash everything.
- Steering committee meeting yesterday, working with local steering group. Looking at May 27th, 5:00 p.m. at Memorial Hall, for workshop.
- Deadline for latest group of comments is June 9th.

Jeff Simpson:

Gave update on Fisheries Commission meeting:

- Energy and enthusiasm at meeting was good.
- Discussion about stocking schedule.
- Supervisor Stump: heard there was a lack of ability to communicate with the Board; does he get a sense that that's a concern?
- Jeff reminded certain people that they can reach out to the Supervisors at anytime.
- Supervisor Fesko: in regards to press – need to look at getting announcements out that we do have fish here and that we stock fish. Pull out all the stops, put out press releases more regularly to people down south.
- Will agendaize additional PR at Fisheries Commission for next meeting.
- Supervisor Johnston noticed a T.V. announcement for Mono County. Jeff said this is great advertising, and relatively cheap.

Alicia Vennos:

- Thursday, Mono County Tourism Commission Open House at the June Lake Community Center from 10:00 a.m. until noon. Encouraged attendance.

Note

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7. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

A. Continue Rock Creek Ranch Public Hearing

Departments: Community Development Department

The Rock Creek Ranch Specific Plan and Tentative Tract Map amendment, initially continued to May 20 Board of Supervisors meeting, is being further adjusted to respond to the concerns of Cal Fire and the Paradise Fire Protection District and a hearing continuance is needed.

Action: Continue the public hearing regarding the Rock Creek Ranch Specific Plan and Tentative Tract Map amendment, initially continued to the May 20 Board of Supervisors meeting, to a future meeting, allowing time for project revisions to first be considered by the Planning Commission.

Hunt moved; Fesko seconded

Vote: 4 yes; 0 no; 1 abstain: Johnston

M14-79

Supervisor Johnston:

- Will abstain from this vote due to conflicts.

B. Encroachment Permit Fee Waiver - Convict Lake Road FHWA project

Departments: Public Works

Consider request from FHWA to waive encroachment permit and deposit fees for core sampling required on the Convict Lake Road Rehabilitation project.

Action: Waive encroachment permit and deposit fees for core sampling required on the Convict Lake Road Rehabilitation project.

Hunt moved; Fesko seconded

Vote: 5 yes; 0 no

M14-80

C. Lundy Campground Lease Renewal

Departments: Public Works-Facilities

Proposed License Agreement with Southern California Edison pertaining to the Lundy Lake Campground.

Action: Approve and authorize the Public Works Director to execute and administer a five year license agreement with Southern California Edison for the Campground at Lundy Canyon.

Alpers moved; Hunt seconded

Vote: 5 yes; 0 no

M14-81

Pulled by Supervisor Alpers:

- Asked for clarification on the fees.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

Note

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

A. Eastern Sierra Regional First Five Meeting

Information about the Eastern Sierra Regional First Five Meeting, scheduled for May 15th at 2:00 p.m. at the Mammoth Lakes Library.

Supervisor Hunt:

- Mentioned that this meeting is a big deal for Mono County; anyone interested is encouraged to attend.

The Board acknowledged receipt of the correspondence.

9. REGULAR AGENDA - MORNING

A. Quarterly Investment Report for Quarter Ending: March 31, 2014/March 2014
Transaction Report

Departments: Finance

(Rosemary Glazier) - Report on Mono County Investment Pool as of March 31, 2014. Present Transaction Report for the month of March 2014.

Action: None. Information only.

Rose Glazier:

- Gave statistical information regarding the quarterly report.
- Encouraged questions and further discussion from Board members if needed; just give her a call.
- No contact from Town yet.
- Handed out "Transaction Summary by Action" report (to be posted online).

Supervisor Stump:

- Is cash sitting with Trindel reinvested?
- Has the Town contacted her at all?
- Spoke with community members after meeting that were very pleased; it's something most of the public isn't aware of. We need better public relations regarding this.

Supervisor Johnston:

- Reiterated Supervisor Stump's comments and thanks.

B. Permit Fee Waiver Requests

Departments: Community Development

(Scott Burns, Gerry Le Francois) - Consider request for permit fee waiver for lot line adjustments by Fire Protection Districts and for expanded home occupation permits for disabled veterans.

Action: 1. Waive lot line adjustment fees for Fire Protection Districts, finding that such waivers serve a public purpose; and 2. Waive expanded home occupation fees for disabled veterans, consistent with Section 935 of the Military and Veterans Code.

Hunt moved; Stump seconded

Vote: 5 yes; 0 no

Note

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M14-82

Scott Burns:

- We have two requests for fee waivers. One: lot line adjustments for Fire Protection Districts and Two: expanded home occupation fees for disabled veterans.

Supervisor Stump:

- Spoke briefly about Fire Protection District waiver and why he fully supports this.
- The veteran's fee isn't a case by case right?
- Maybe need to amend motion at a future date?

Supervisor Johnston:

- Asked about fees; offered suggestions.
- Maybe we should wait until we have an application in regards to a broader spectrum.

Supervisor Hunt:

- Spoke about second part of the action; the home occupation fees for disabled veterans. County should be proud to do this for Veterans.

Supervisor Fesko:

- Asked for clarification as to temporary vs. permanent waivers.

Marshall Rudolph:

- Not case by case basis on Veterans fees; rather waiving these fees in general.
- Could take case by case on something involved a public agency (i.e. fire protection district).
- Might need to reagentize this to change the action listed or approve as it's currently written in the agenda.

Leslie Chapman:

- Fee workshop on June 10th, could be brought up at that time.

C. Fish Fine Fund Expenditure

Departments: Economic Development

15 minutes (5 minute presentation; 10 minute discussion)

(Jeff Simpson/Alicia Vennos) - Staff, with approval from the Mono County Fisheries Commission, is requesting Board approval to utilize \$6,603.04 in the Fish and Game Fine Fund budget in order to enhance early season fish stocking. (Four-fifth vote required.)

Action: Approve the recommendation by the Mono County Fisheries Commission to use \$6,603.04 out of the Fish and Game Fine Fund for additional fish stocking before the end of this fiscal year. Appropriate \$3,603.04 from fund balance to increase special department expenditures by \$3,603.04. (Four-fifth vote required.)

Fesko moved; Stump seconded

Vote: 4 yes; 0 no; 1 abstain: Alpers

M14-83

Jeff Simpson:

- Explained item; request comes from the Fisheries Commission.
- 2200 pounds of fish for stocking.
- This would be for high priority lakes and rivers – Bridgeport Reservoir for example.

Supervisor Stump:

- Where will fish go?

Supervisor Alpers:

- Abstaining from vote because of his involvement of future planning of fisheries and all related issues.

Note

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. CLOSED SESSION

There was nothing to report out of closed session.

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente 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.

B. 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.

C. 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: Luman v. Mono County Personnel Appeals Board et al.

REGULAR AFTERNOON SESSION COMMENCES AT 2:00 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

13. REGULAR AGENDA AFTERNOON- NONE

ADJOURN 1:37 p.m.

ATTEST:

LARRY K. JOHNSTON
CHAIRMAN

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 May 20, 2014

Departments: County Administrator/Human Resources

TIME REQUIRED

SUBJECT Employment Agreement of Jeff
Walters as Public Works Director/
Director of Roads Operations/Fleet
Services

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Jeff Walters as Public Works Director/Director of Roads Operations, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R_____, approving an employment agreement with Jeff Walters and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The cost of this position for the remainder of FY 2013-2014 (May 20th to June 30th) is approximately \$20,485.00 of which \$14,395 is salary; \$2,920.00 is the employer portion of PERS, and \$3,170.00 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2014-2015) would be \$181,444 of which \$127,500 is annual salary; \$25,867 is the employer portion of PERS, and \$28,077.00 is the cost of the benefits.

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](#)

[Jeff Walters Contract Cover Memo](#)

[Jeff Walter Contract](#)

[Jeff Walters Contract Resolution](#)

History

| Time | Who | Approval |
|--------------------|------------------------------|-----------------|
| 5/13/2014 9:15 AM | County Administrative Office | Yes |
| 5/13/2014 9:22 AM | County Counsel | Yes |
| 5/14/2014 10:00 AM | Finance | Yes |



COUNTY OF MONO – *County Administrative Office*
P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 ☐ FAX (760) 932-5411

Jim Leddy
County Administrative Officer
760.932.5414

To: Honorable Board of Supervisors
From: Jim Leddy, County Administrator
Date: May 20, 2014

Subject: Employment Agreement of Jeff Walters as Public Works Director/ Director of Roads Operations/Fleet Services

Recommendation: Approve the Employment Agreement of Jeff Walters, in the position of Jeff Walters as Public Works Director/ Director of Roads Operations/Fleet Services, at a salary of \$10,625 per month for a term of two years effective from May 20, 2014 to May 20, 2016.

Background: In 2013 the Board directed Human Resources to begin a full external recruitment for a Public Works Director. The position had been filled by a series of interim incumbents. The recruitment yielded no candidates for consideration. Mr. Jeff Walters, Interim Public Works Directors and Director of Roads Operations had not applied during that process.

After the recruitment effort, which extended across the state and into Nevada through various publications, web sites for local governments recruitments, and the County's own website had not produced an acceptable panel of candidates for consideration, the Board directed staff to cancel that recruitment and instead recruit for an Associate Engineer to provide needed support for the County's lone civil engineer. The Associate Engineer recruitment was successful. The Board further directed staff to discuss with Mr. Walters interest in becoming the permanent Public Works Director while maintaining his role as the Director of Roads Operations.

As part of this process, Mr. Walters met with the Board on April 1st and interviewed. The Board directed staff to proceed with a 360 review of Mr. Walters as a professional development tool which would allow for the first time the opportunity for staff of Public Works to provide constructive feedback the department head. This 360 Survey was initiated on May 8th and goal for conclusion on May 16th.

On May 6th the Board majority directed the CAO to negotiate with Mr. Walters on a contract for the position of Public Works Director and Director of Roads Operations. The attached Contract reflects the results of those negotiations. The Contract has a two year term and reflects a combination of two positions in Public Works into one, namely: Public Works Director and Director of Roads Operations. Mr. Walters would not have Performance Pay nor a car allowance as those aspects of compensation were ended and negotiated out of his prior contract.

Discussion: Jeff Walters has served as Interim and Acting Public Works Director for several years. The ongoing lack of a permanent Public Works Director has impacted the Department and created uncertainty. With this appointment, the department will have a Director who will engage with the staff and continue to improve the services being provided by a talented staff.

Fiscal Impact: The cost of this position for the remainder of FY 2013-2014 (May 20th to June 30th) is approximately \$20,485.00 of which \$14,395 is salary; \$2,920.00 is the employer portion of PERS, and \$3,170.00 is the cost of the benefits and is included in the approved budget.

Total cost for a full fiscal year (2014-2015) would be \$181,444 of which \$127,500 is annual salary; \$25,867 is the employer portion of PERS, and \$28,077.00 is the cost of the benefits.

For questions, please contact me at (760) 932-5414 or jleddy@mono.ca.gov



1
2
3 **RESOLUTION NO. R14-**

4 **A RESOLUTION OF THE MONO COUNTY**
5 **BOARD OF SUPERVISORS APPROVING AN**
6 **AGREEMENT RE EMPLOYMENT OF JEFF WALTERS,**
7 **AND PRESCRIBING THE COMPENSATION, APPOINTMENT,**
8 **AND CONDITIONS OF SAID EMPLOYMENT**

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

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

19 **PASSED AND ADOPTED** this ____ day of _____, 2014, by the following
20 vote:

21 AYES :
22 NOES :
23 ABSTAIN :
24 ABSENT :

25 ATTEST: _____
26 Clerk of the Board

27 _____
28 Larry K. Johnston, Chairman
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

Agreement Employment Of Jeff Walters

This Agreement is entered into this 20th day of May, 2014, by and between Jeff Walters and the County of Mono.

I. RECITALS

The County wishes to employ Mr. Walters as Public Works Director (PWD)/Director of Roads Operations/Fleet Services on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Walters wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be May 20, 2014, until May 20, 2016, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Walters in writing no later than November 20, 2015, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Walters 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. Walters 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. Walters as a result of the 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 May 20, 2014, Mr. Walters shall be employed by Mono County as Public Works Director (PWD)/Director of Roads Operations/Fleet Services, serving at the will and pleasure of County Administrative Officer in accordance with the terms and conditions of this Agreement. Mr. Walters accepts such employment. The County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Mr. Walters' employment.
3. Effective May 20, 2014 Mr. Walters' salary shall be \$10,625.00 per month (prorated for the month of May 2014 based on the effective date), such salary. The Board may unilaterally increase Mr. Walters' compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Mr. Walters' salary. During such

negotiations the County shall consider and discuss the issue of increased compensation with Mr. Walters in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Mr. Walters' salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable.

4. Mr. Walters shall continue to 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. Walters 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: The foregoing does not add to or take away from the merit leave that Mr. Walters was already entitled to for the 2014 calendar year under his former employment agreement).
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. Walters' 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. Walters 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. Walters), 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," adopted by Resolution R13-46 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Mr. Walters understands and agrees that this 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. Walters 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. Walters' 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. Walters' employment, the County Administrative Officer may terminate Mr. Walters' 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. Walters 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. Walters' employment.
9. On or before the effective date of any such termination without cause, Mr. Walters 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. Walters 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. Walters shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Walters 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.

10. Notwithstanding the foregoing, Mr. Walters 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. Walters 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. Walters 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. Walters shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. Mr. Walters may request a return to his former position of Director of Road Operations at the end of the two year contract period.
13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Walters. It specifically supersedes the employment agreement between the parties dated November 4, 2013. Consistent with Mr. Walters' uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Walters 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. Walters' date of eligibility for or vesting of any non-salary benefits or for any other purpose.
14. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Walters' 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. Walters' sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
15. Mr. Walters acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr.

Walters further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of May 20, 2014.

Jeff Walters

THE COUNTY OF MONO

By: Larry K. Johnston, Chairman
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 May 20, 2014

Departments: Human Resources

TIME REQUIRED

SUBJECT At-Will Contract for Alicia Vennos,
Economic Development Director

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Alicia Vennos as Economic Development Director, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R14-____, approving an employment agreement with Alicia Vennos, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The cost of this position for the remainder of FY 13/14 is approximately \$18,899 of which \$11,799 is salary; \$2,394 is the employer portion of PERS, and \$4,706 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (14/15) would be \$162,472 of which \$101,316 is salary; \$21,546 is the employer portion of PERS and \$36,610 is the cost of benefits.

CONTACT NAME: Bill Van Lente

PHONE/EMAIL: (760) 932-5413 / bvanlente@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

[Vennos Staff Report](#)

 [Vennos Resolution](#)

 [Vennos Contract](#)

History

| Time | Who | Approval |
|--------------------|------------------------------|-----------------|
| 5/14/2014 2:06 PM | County Administrative Office | Yes |
| 5/14/2014 4:55 PM | County Counsel | Yes |
| 5/14/2014 12:28 PM | Finance | Yes |



COUNTY OF MONO – County Administrative Office

**P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 ☐ FAX (760) 932-5411**

Jim Leddy

County Administrative Officer
760.932.5414 / 760.924.1703

Bill Van Lente

Director of Human Resources/Risk Management
760.932.5413

To: Honorable Board of Supervisors
From: Bill Van Lente, Director of Human Resources/Risk Management
Date: May 13, 2014

Subject: At-Will Employment Agreement of Alicia Vennos

Recommendation:

Approve the At-Will Employment Agreement of Alicia Vennos, in the position of Economic Development Director, at a salary of **\$8368.00**

Background:

Alicia Vennos has served Mono County since August, 2008 as Economic Development Coordinator, and subsequently as Economic Development/Special Projects Manager, since April, 2011. Her continued professional development and demonstrated abilities have resulted in the decision to promote her to Economic Development Director. This promotion will allow her and her team to implement the plan she has created for expanding the economic base of Mono County by attracting more diverse businesses while continuing to support and grow our tourism and agriculture sectors.

Discussion:

The approval of this contract allows Alicia Vennos to continue serving the County in this new position with a salary of **\$8368.00**

Fiscal Impact:

The cost of this position for the remainder of FY 13/14 is approximately **\$18,898.83** of which **\$11,798.88** is salary; **\$ 2,393.76** is the employer portion of PERS, and **\$4,706.19** is the cost of the benefits and is included in the approved budget.

Total cost for a full fiscal year (14/15) would be **\$ 162,472.16** of which **\$ 101,316.00** is salary; **\$ 21,546.26** is the employer portion of PERS and **\$ 36,609.90** is the cost of benefits.

If you have any questions about this contract renewal, please feel free to contact me at (760) 932-5413.



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RESOLUTION NO. R14-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
EMPLOYMENT AGREEMENT WITH ALICIA VENNOS
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 Alicia Vennos 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 Alicia Vennos. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this ____ day of _____, 2014, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Larry K. Johnston , Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

Agreement Re Employment Of Alicia Vennos

This Agreement is entered into this 20th day of May, 2014, by and between Alicia Vennos and the County of Mono.

I. RECITALS

The County wishes to employ Alicia Vennos as its Economic Development Director on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Vennos wishes to accept employment with the County on said terms and conditions. Ms. Vennos is currently employed by the County as the Economic Development Manager.

II. AGREEMENT

1. The term of this Agreement shall be May 20, 2014, until May 20, 2017, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Vennos in writing no later than November 20, 2016, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Vennos 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 Ms. Vennos 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 Ms. Vennos as a result of the 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 May 20, 2014, Ms. Vennos shall be employed by Mono County, as the Economic Development Director in accordance with the terms and conditions of this Agreement. Ms. Vennos accepts such continued employment. The County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Ms. Vennos' employment.
3. Effective May 20, 2014, Ms. Vennos' salary shall be \$8,368.00 per month. The Board may unilaterally increase Ms. Vennos' compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Ms. Vennos' salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Ms. Vennos in good faith, but the County's decision whether or not to grant such

additional compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Ms. Vennos' salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable. (Note: Effective May 20, 2014, Ms. Vennos shall no longer be entitled to performance pay and furthermore shall no longer be entitled to a monthly vehicle allowance, but rather the County Personnel System, sections 620 through 660, which may be modified in the future by the county in its sole discretion, shall apply as then in effect.)

4. Ms. Vennos shall continue to 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 her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall continue to be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Vennos 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: The foregoing does not add to or take away from the merit leave that Ms. Vennos was already entitled to for the 2014 calendar year under her former employment agreement).
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 Ms. Vennos' full participation in applicable professional associations, or for her 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, Ms. Vennos 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, 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," adopted by Resolution R13-46 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.

7. Ms. Vennos understands and agrees that this 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 her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Vennos cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she 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 Ms. Vennos' 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 Ms. Vennos' employment, the County Administrative Officer may terminate Ms. Vennos' 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. Ms. Vennos understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her 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, she will have no property interest in her 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 Ms. Vennos' employment.
9. On or before the effective date of any such termination without cause, Ms. Vennos 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, Ms. Vennos shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Vennos shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Vennos 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.

10. Notwithstanding the foregoing, Ms. Vennos shall not be entitled to any severance pay in the event that the County Administrative Officer has grounds to discipline her on or about the time he gives her 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. Ms. Vennos shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Vennos may resign her employment with the County at any time. Her 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. Ms. Vennos 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 Ms. Vennos. It specifically supersedes the employment agreement between the parties dated April 5, 2011. Consistent with Ms. Vennos' uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Vennos may have accrued as of the effective date of this Agreement nor on her 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 Ms. Vennos' 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 Ms. Vennos' 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 Ms. Vennos' sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

14. Ms. Vennos acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Vennos further acknowledges that she 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 she 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.

15. This Agreement also extends from April 5, 2014 to May 20, 2014 Ms. Vennos' employment as Economic Development Manager, and is superseded by this Agreement once executed.

III. EXECUTION:

This Agreement shall be deemed executed as of May 20, 2014.

ALICIA VENNOS

THE COUNTY OF MONO

By: Larry K. Johnston, Chairman
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 May 20, 2014

Departments: Finance

TIME REQUIRED

SUBJECT CSA #5 Budget Amendment for
Courthouse Beautification Project

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CSA #5 budget amendment for the Bridgeport Beautification Project.

RECOMMENDED ACTION:

Approve budget amendment for CSA #5 to allow the purchase of two benches, a planter and trash can combinations for the Bridgeport Courthouse Beautification Project by reducing contingencies and increasing Capital Equipment > \$5,000 by \$12,000 (4/5ths vote required).

FISCAL IMPACT:

No impact to the County General Fund - 100% of project is funded by CSA #5.

CONTACT NAME: Leslie Chapman

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[CSA #5 Letter & Minutes](#)

History

Time

Who

Approval

| | | |
|--------------------|------------------------------|-----|
| 5/14/2014 11:18 AM | County Administrative Office | Yes |
| 5/15/2014 9:45 AM | County Counsel | Yes |
| 5/14/2014 11:57 AM | Finance | Yes |

CSA #5
P.O. Box 74
Bridgeport, CA 93517

Leslie Chapman
Department of Finance, County of Mono
P.O. Box 556
Bridgeport, CA 93517

May 11, 2014

RE: Request for changes in the 2013/2014 CSA Budget

Hello Leslie,

During our May 07, 2014, meeting of the CSA, we discussed and approved the purchase of two sets of bench, planter & trash can combinations for the court house beautification project. A motion was presented to the CSA board by Don Nunn that we allocate up to \$12,000.00 for this project. The motion was seconded by Helen Nunn and was unanimously approved by the entire CSA board.

We are requesting that our 2013/2014 budget be changed to reflect this decision. Please increase our Capital Equipment line item by \$12,000.00 to cover these expenses.

Attached is a copy of our board minutes.

Thank You for your assistance!



Steve R. Noble
CSA Chairman

Minutes

CSA #5 ADMINISTRATIVE BOARD

Wednesday, May 7, 2014

Twin Lakes Annex Conference Room
199 Twin Lakes Road, Bridgeport

Members present- Steve Noble, Helen Nunn, Don Nunn, Marlys Harper

Presenters and county staff present - Supervisor Tim Fesko

Public present: Tony Dublino

1. Meeting was called to order at 5:30 pm
2. Public Comment-
 - a. Steve gave an update on the Hunewill site usage.
 - 1) Public Notice for requests for bids for internet services was published.
 - 2) Steve got the keys for the sites returned.
 - 3) Stacy Simon is facilitating lease renewal for the site.
 - 4) Steve reported that FCC licenses will not be renewed, per Marshall Rudolph
 - b. Tony Dublino, on behalf of Bridgeport Community Garden, asked that CSA #5 consider funding water costs, which is the garden's largest expense. He estimated that \$500 would cover the PUD bills during the growing season.
3. Approval of Minutes
 - a. Approved by all
4. Action Items
 - a. Bridgeport beautification projects.
 - 1) We have permission to hang flowers on the four poles which Mono County installed on School Street.
 - 2) A motion was made to invest up to \$12,000 to purchase two bench/planter/trash can combinations to be installed in front of the Courthouse, and to purchase flowers for the light posts and planters. Steve will coordinate the project with Public Works, and get the benches ordered. It was approved unanimously.
 - 3) Western Nevada Supply has offered to supply the banner poles for free. Other vendors will be solicited for material donations. Steve will request a final cost estimate for engineering.
 - b. Discussion of cost estimates for Memorial Hall remodel
 - 1) Member consensus was to wait for reasonable cost estimates, and hold to the \$500,000 budgeted.
 - 2) There was some discussion regarding portions of the project that may need to be eliminated in order to reach our budget limitations.
5. Future agenda items - Updates on pending projects, to be announced
6. Next meeting - June 11, 2014.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 20, 2014

TIME REQUIRED

SUBJECT Glenn County Board of Supervisors
Water Bond Letter

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from Glenn County Board of Supervisors, dated April 18, 2014, regarding the Development of a Balanced 2014 Water Bond. Informational only.

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:

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[Glenn County](#)

History

| Time | Who | Approval |
|--------------------|--------------------|----------|
| 5/13/2014 12:08 PM | Clerk of the Board | Yes |



GLENN COUNTY BOARD OF SUPERVISORS

Willows Memorial Hall, 2nd Floor
525 West Sycamore Street, Suite B1
Willows, CA 95988

John K. Viegas, District 1
Dwight Foltz, District 2
Steve Soeth, District 3
Michael Murray, District 4
Leigh W. McDaniel, District 5

April 18, 2014

Senate President Pro Tem Darrell Steinberg
State Capitol, Room 205
Sacramento, CA 95814

Assembly Speaker John Pérez
State Capitol, Room 205
Sacramento, CA 95814

**SUBJECT: MESSAGE FROM A BROAD COALITION OF COUNTIES CONCERNING THE DEVELOPMENT OF A
BALANCED 2014 WATER BOND**

Dear Senate President Pro Tem Steinberg and Assembly Speaker John Pérez:

With deliberations over the next water bond still occurring, we are writing to declare that until we as a State create new underground and aboveground storage; water-related disputes between regions and communities will continue to be a reality for our future generations. All bond proposals should include funding for future water storage projects as well as receive continuous appropriations in every State fiscal year to ensure that investments in storage, including surface storage, translate into additional water supplies for fish and wildlife, people, and farms. Furthermore, all bond proposals should include a sizeable investment in the State's existing levee system, which is – and will continue to be – vital to our respective goals. Delivering on these investments is critical for public acceptance of any future water bond, and must be done for future generations of Californians.

The Watershed and Integrated Regional Water Management approaches consider how for every action in our watersheds, there is an equal and opposite reaction. Investments both up and down the watershed are more appropriate than in only the most populated regions. The allocation of future bond funds needs to include investments in the counties where our water originates to enhance the upper watersheds and prevent catastrophic fires, in the Sacramento and San Joaquin Valleys where our farm products feed the world and sustain our rural and urbanizing communities, and in the Sacramento-San Joaquin Bay-Delta which supports a vibrant and unique ecosystem. This integrated approach to the water bond discussion is necessary to ensure that we do not piece-meal water management throughout watersheds and risk being left with the same short-sighted approaches to water conflicts that have been left unresolved for decades.

Any future investment in California's water infrastructure should consider how all counties statewide contribute to the overall quality of our economy, environment and sustainability. This coalition of counties signing on to this letter understands that the future of this State is inextricably linked to our ability to solve the discrepancy between water supply and demand in California. We all understand that the support of the electorate is required for any water bond's passage; however, the minimum amount of support should not be the goal. The Legislature and the Governor should strive to craft a water bond that will produce overwhelming support from all of California. No part of this great State should be advantaged in our water policy at the expense of another – this is our common belief.

We understand that crafting a broadly supportable water bond is not easy; however, the undersigned are committed to doing just that. In the coming weeks, we will provide detailed suggestions for a water bond. The undersigned also stand ready to utilize the funds recently provided for drought relief Statewide to address the needs of all Californians. We stand united and are ready to get to work.

Sincerely,

GLENN COUNTY BOARD OF SUPERVISORS


MIKE MURRAY, Chairman



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 20, 2014

TIME REQUIRED

SUBJECT Wildlife Conservation Board Notice of Meeting

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Notice of the May 22, 2014 Wildlife Conservation Board, highlighting the agenda item related to Mono County. The entire agenda packet contents are available for viewing at the Clerk's office.

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

[Wildlife Conservation](#)

History

| Time | Who | Approval |
|--------------------|--------------------|----------|
| 5/13/2014 12:03 PM | Clerk of the Board | Yes |

WILDLIFE CONSERVATION BOARD

1807 13TH STREET, SUITE 103
SACRAMENTO, CALIFORNIA 95811
(916) 445-8448
FAX (916) 323-0280
www.wcb.ca.gov



NOTICE OF MEETING
WILDLIFE CONSERVATION BOARD

May 22, 2014
10:00 AM
1/ State Capitol, Room 112
Sacramento, California 95814

FINAL AGENDA ITEMS

| ITEM NO. | | PAGE NO. |
|-----------------|--|-----------------|
| 1. | Roll Call | 1 |
| 2. | Funding Status - Informational | 2 |
| 3. | Special Project Planning Account - Informational | 9 |
| 4. | Proposed Consent Calendar (Items 5 – 16 and 18) | 9 |
| *5. | Approval of Minutes – February 22, 2014 | 9 |
| *6. | Recovery of Funds | 10 |

* Proposed Consent Calendar

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

ITEM NO. **PAGE NO.**

productive managed forest lands, forest reserve areas, redwood forests and other forest types, including the conservation of water resources and natural habitats for native fish, wildlife and plants found on these lands. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(a)]

- | | | | |
|-----|--|----------------|----|
| 26. | Lower Sonoma Creek Wetland Enhancement, Sonoma County | \$1,700,000.00 | 74 |
|-----|--|----------------|----|

To consider the allocation for a grant to the National Audubon Society, for a cooperative project with U.S. Fish and Wildlife Service (FWS), U.S. Environmental Protection Agency, and Students and Teachers Restoring a Watershed to enhance and restore ±260 acres of the Sonoma Creek Marsh on San Pablo Bay, within the Boundary of the FWS's San Pablo Bay National Wildlife Refuge, located ±15 miles southeast of the city of Sonoma in Sonoma County. The proposed funding sources for this project allow for the restoration of wetlands in the San Francisco Bay area, [Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (Proposition P50), Section 79572(c)] and for the acquisition, enhancement or restoration of wetlands to protect or enhance a flood protection corridor or bypass outside the Central Valley. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(d)(Proposition 1E), Wetlands Outside the Central Valley]

- | | | | |
|-----|---------------------------------|--------------|----|
| 27. | Pole Mountain, Sonoma County | \$655,000.00 | 79 |
|-----|---------------------------------|--------------|----|

To consider the allocation for a grant to the Sonoma Land Trust for a cooperative project with the Sonoma County Agricultural Preservation and Open Space District, the Packard Foundation, and the California State Coastal Conservancy, to acquire 238± acres of land for the protection of deer and mountain lion, native oak woodland, coastal watersheds and habitat connectivity and to provide future wildlife oriented public use opportunities, located near the community of Jenner, Sonoma County. The purposes of this acquisition project are consistent with the proposed funding source. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786 (a)]

- | | | | |
|-----|--|--------------|----|
| 28. | Sinnamon Meadows Conservation Easement, Mono County | \$630,000.00 | 83 |
|-----|--|--------------|----|

To consider the allocation for a grant to the Eastern Sierra Land Trust for a cooperative project with the Sierra Nevada Conservancy and Natural Resources Conservation Service to acquire a conservation easement over 1,240± acres of rangeland including wet meadow, chaparral and sagebrush scrub habitat areas supporting deer, mountain lion and the greater sage grouse, located near the community of Bridgeport in Mono County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition and protection of habitat to protect deer and mountain lions. [Habitat

28. **Sinamon Meadows Conservation Easement, \$630,000.00**
Mono County

This proposal is to consider the allocation for a grant to the Eastern Sierra Land Trust (ESLT) for a cooperative project with the Sierra Nevada Conservancy and U.S. Natural Resources Conservation Service to acquire a conservation easement (Easement) over 1,240± acres of rangeland including wet meadow, chaparral and sagebrush scrub habitat areas supporting deer, mountain lion, and the greater sage grouse in Mono County.

LOCATION AND SURROUNDING USES

The subject property (Property) is situated on the lower eastern slopes of the Sierra Nevada Mountains, 6 miles southwest from the intersection of Green Creek Road and State route 395 via Green Creek-Dunderberg Meadow Road, with access provided via unimproved county maintained roads. The nearest communities are Bridgeport (9 miles north), Virginia Lakes Settlement (3 mi southwest), and Lee Vining (10 miles south). Other significant features include the Bodie Hills located to the east, Mono Lake located to the southeast and Bridgeport Valley located to the north.

The northwest corner of the Property connects to the southern boundary of the 720 acre California Department of Fish and Wildlife (CDFW) owned Green Creek Wildlife Area. This area is surrounded by other public lands and straddles the boundary between public lands managed by the Humboldt-Toiyabe National Forest and Bureau of Land Management (BLM). East of the Property is the United States Department of Agriculture's Hoover Wilderness area and the BLM Conway Summit Area of Critical Environmental Concern.

The Property is identified within CDFW's Upper Summers Meadow and Sinamon Meadows Unit – Green Creek Wildlife Area Conceptual Area Protection Plan (CAPP). The CAPP describes the need to maintain habitat connectivity between public lands separated by large private parcels, such as the Property, that if developed could potentially fragment wildlife movement and dispersal corridors. The CAPP area comprises a total of 4,920 acres, including 683 acres of wetlands, 217 acres of aspen habitat, and 1.2 miles of riverine habitat.

PROJECT DESCRIPTION

The Property is summer pasture grazed by cattle as part of a larger ranch operation. Livestock grazing is an important component of the rural economy. Agricultural practices such as irrigation have been ongoing on the Property for more than a century and have resulted in extensive wetlands that, in addition to being productive pasture, also support a number of species of special concern that utilize the Property for water, foraging habitat, and connectivity between surrounding upland areas. This Easement will ensure that future land uses do not impair the habitat values of the Property.

Habitat areas on the Property include wet and dry montane meadow, sagebrush, bitterbrush, aspen, lodgepole pine, and montane riparian habitats. Natural springs, wetlands, and significant reaches of both Dunderberg and Dog Creeks, both of which are tributaries to the East Walker River, are also found on the Property. Dunderberg Creek is a perennial stream flowing across the Property in a northeasterly direction. A natural large productive spring located in Sinnamon Meadow contributes the majority of the flow in Dog Creek. The Property also has approximately 400 acres of irrigated and sub-irrigated meadow. Numerous irrigation ditches on the Property are used to irrigate the extensive meadows on the Property for livestock operations.

The goal of the project is to assure that this large 1,240-acre private Property will be retained forever in its predominantly natural state as a natural, agricultural, scenic, habitat and open-space resource, and to prevent any conversion or subdivision of the Property that could significantly diminish or impair these values. Specifically, the purposes include: a) preserving working landscapes through ranching and other agricultural activities; b) protecting the water and water rights to support sustainable agricultural uses, including ranching and grazing, as well as wildlife habitat; c) protecting fish and wildlife resources, including the processes that sustain their habitats d) preserving the open space character and scenic qualities of the Property. The conservation easement is a well suited tool to protect large important properties such as Sinnamon Meadows, particularly in rural counties with very limited private land ownership. The project is designed to have minimal impact to property tax income to Mono County, while still furthering county goals and land use policies.

Wildlife use objectives include maintaining the irrigated wet meadow habitats as critical late summer brood rearing habitat for the Bi-State distinct population segment of greater sage-grouse (Federal proposed as a Threatened species) and to provide a buffer zone between habitat occupied by the endangered Sierra Nevada bighorn sheep and areas grazed by domestic sheep, by precluding sheep grazing on the Property. The Property also provides critical migration, holdover, and summer range habitat for the East Walker and Mono Lake mule deer herds as delineated through a radio telemetry study conducted by CDFW. The montane riparian habitats on the Property are of particular importance as they have exceptionally high wildlife values, providing water, thermal cover, migration corridors and diverse nesting and breeding opportunities for wildlife species, including mountain lions. Other species that will benefit from the protection of the Property are the Sierra Nevada yellow-legged frog, Pacific fisher, and Sierra Nevada red fox, all of which are species of special concern.

WCB PROGRAM

The proposed grant for this project is being made under the Wildlife Conservation Board's (WCB) Land Acquisition Program (Program). The Program is administered pursuant to the Board's original enabling legislation, "The Wildlife Conservation Law of 1947" (Fish and Game Code Section 1300, *et seq.*)

authorizing the WCB to acquire real property or rights in real property on behalf of CDFW, grant funds to other governmental entities or nonprofit organizations to acquire real property or rights in real property and accept federal grant funds to facilitate acquisitions or subgrant these federal funds to assist with the acquisitions of properties. Under the Program, the WCB provides funds to facilitate the acquisition of lands and interests in land that can successfully sustain or be restored to support wildlife and, when practicable, provide for suitable wildlife oriented recreation opportunities. These activities are carried out in conjunction with CDFW, which evaluates the biological values of property through development of a Land Acquisition Evaluation/Conceptual Area Protection Plan (LAE/CAPP). The LAE/CAPP is then submitted to CDFW's Regional Operations Committee (ROC) for review and, if approved, later transmitted to the WCB with a recommendation to fund.

MANAGEMENT OBJECTIVES AND NEEDS

The Easement will be owned and managed by ESLT. It will be responsible for enforcing the Easement through detailed baseline conditions documentation, planned annual compliance monitoring, recordkeeping, and regular communication with the landowners. An annual monitoring report will be provided to WCB.

TERMS

The Easement has been appraised as having a fair market value of \$1,240,000.00. The appraisal has been reviewed by WCB staff and reviewed and approved by the Department of General Services (DGS). The terms and conditions of the grants between WCB and ESLT provide that staff of the WCB must review and approve all title documents, appraisals, preliminary title reports, documents for purchase and sale, escrow instructions and instruments of conveyance prior to disbursement of funds directly into the escrow account established for the acquisition. In the event of a breach of the grant terms, the WCB can seek specific performance of the grant or require the grantee to transfer the Easement to WCB or another qualified holder.

PROJECT FUNDING

The proposed funding breakdown for the project is as follows:

| | |
|--|---------------------|
| Wildlife Conservation Board | \$620,000.00 |
| Sierra Nevada Conservancy | \$325,000.00 |
| USDA Natural Resource Conservation Service | <u>\$295,000.00</u> |
| Total Purchase Price | \$1,240,000.00 |
| Other Project-Related Costs | \$10,000.00 |
| TOTAL WCB ALLOCATION | \$630,000.00 |

It is estimated that an additional \$10,000.00 will be needed to cover project-

related administrative costs, including DGS appraisal review.

FUNDING SOURCE

The purposes of this project are consistent with the authorized uses of the proposed funding source, Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(a), which allows for the acquisition and protection of deer and mountain lion habitat.

ENVIRONMENTAL COMPLIANCE AND STATE RECOMMENDATION

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements and is proposed as exempt under CEQA Guidelines Section 15313, Class 13, as an acquisition of land for wildlife conservation purposes, and Section 15325, Class 25, as a transfer of an ownership interest in land to preserve open space and existing natural conditions, including plant or animal habitats. Subject to authorization by the WCB, a Notice of Exemption will be filed with the State Clearinghouse.

STAFF RECOMMENDATION

Staff recommends that the Wildlife Conservation Board approve this project as proposed; allocate \$630,000.00 from the Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(a) for the grant to the Eastern Sierra Land Trust and to cover project-related expenses; authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Wildlife to proceed substantially as planned.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 20, 2014

TIME REQUIRED

SUBJECT Notice from Fish and Game
Commission

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Notice of proposed regulatory action dated May 6, 2014 from the Fish and Game Commission, relative to Sections 300 and 708, Title 14, California Code of Regulations, relating to upland game bird, which will be published in the California Regulatory Notice Register on May 9, 2014.

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:

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[F&G Letter](#)

History

Time

5/9/2014 8:44 AM

Who

Clerk of the Board

Approval

Yes

Commissioners
Michael Sutton, President
Monterey
Jack Baylis, Vice President
Los Angeles
Jim Kellogg, Member
Discovery Bay
Richard Rogers, Member
Santa Barbara
Jacque Hostler-Carmesin, Member
McKinleyville

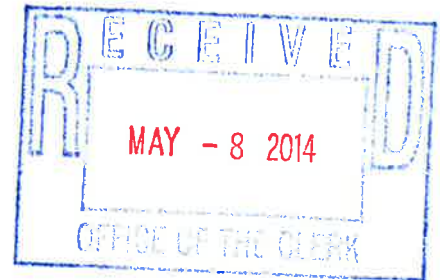
STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



Sonke Mastrup, Executive Director
1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
(916) 653-5040 Fax
www.fgc.ca.gov

May 6, 2014



TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to Sections 300 and 708, Title 14, California Code of Regulations, relating to upland game bird, which will be published in the California Regulatory Notice Register on May 9, 2014.

Please note the dates of the public hearings relate to this matter and associated deadlines for receipt of written comments.

Mr. Scott Gardner, Department of Fish and Wildlife, phone (916) 801-6257, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Caren Woodson
Associate Government Program Analyst

Enclosure

TITLE 14. Fish and Game Commission
Notice of Proposed Changes in Regulations

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 202, 203 and 355, of the Fish and Game Code and to implement, interpret, or make specific sections 200, 202, 203.1, 215, 220, 355, and 356 of said Code, proposes to amend Section 300, Title 14, California Code of Regulations, relating to Upland Game Birds.

Informative Digest/Policy Statement Overview

Current regulations in Title 14, California Code of Regulations (CCR) provide general hunting seasons for taking resident and migratory upland game birds under Section 300. The Department is recommending six regulation changes under this section as follows:

1. Adjust annual number of sage grouse hunting permits by zone.

Current regulations under subsection 300(a)(1)(D)4. provide a number of permits for the general sage grouse season in each of four zones. At this time the Department has proposed a range of permits specific for all four hunt zones. The final permit numbers will be proposed in June after spring lek counts are completed and annual population data are analyzed. Permit ranges for sage grouse hunting in 2014 are recommended as follows:

East Lassen: 0-50 (two-bird) permits
Central Lassen: 0-50 (two-bird) permits
North Mono: 0-100 (one-bird) permits
South Mono: 0-100 (one-bird) permits

2. Administrative changes to subsection 300(a)(1)(D)5. to reflect the Department's change to application procedures for sage grouse permits under the new Automated License Data System (ALDS).
3. Establish a longer general archery season for pheasants.

Current regulations provide for a 23-day early pheasant archery season under subsection 300(a)(2)(A)1.a. and a 44-day general pheasant archery season under subsection 300(a)(1)(A)1.b.. The proposed regulation re-establishes a later pheasant archery-only season, and extends the season for 28 days, to allow for hunting opportunity both before and after the general pheasant season. However, archery equipment cannot be used on Type A and B wildlife areas during the pheasant and waterfowl seasons per subsection 551(b)(6).

4. Open Eurasian collared-dove season year-round statewide

In 2013, Eurasian collared-dove season was opened all year in Imperial County under subsection 300(b)(1)(C). The changes proposed by the Department for the 2014-2015 season, and thereafter, would extend the all year open season for Eurasian collared-dove to apply statewide.

5. Increase the maximum daily bag limit to 15 for mourning and white-winged doves in aggregate; of which no more than 10 may be white-winged doves.

The recommendations from the Pacific Flyway Council at the March 11, 2014, meeting was for the "Standard" regulatory alternative as prescribed by the mourning dove harvest strategy for doves in the Western Management Unit. In California, the daily bag limit for the Standard alternative is 15 mourning and white-winged doves in aggregate; of which no more than 10 may be white-winged doves.

6. Minor editorial changes are also provided for consistency and clarity. The Department also proposes to make the following editorial changes:

Correct two omissions of necessary text. Adding text to subsection 300(a)(1)(C) specifying: Species, 2. Seasons, 3. Daily Bag and Possession Limits. Also a new subparagraph is added to 300(a)(2)(C) specifying: 3. Area: Statewide.

The Eurasian collared-dove, spotted dove, and ringed turtle-dove are resident game bird species (per Fish and Game Code §3500 and 3683). For clarity and consistency, these species will be moved from under subsection 300(b), Migratory Upland Game Birds, to subsection 300(a), Resident Upland Game Birds.

Benefits of the Proposed Regulations

Adoption of sustainable upland game seasons, bag and possession limits provides for the maintenance of sufficient populations of upland game to ensure their continued existence.

The Fish and Game Commission, pursuant to Fish and Game Code Sections 200, 202, and 203, has the sole authority to regulate upland game bird hunting in California. Commission staff has searched the California Code of Regulations and has found the proposed changes pertaining to hunting of resident game birds are consistent with Sections 550-553, 630, 703 and 4501 of Title 14. Therefore the Commission has determined that the proposed amendments are neither inconsistent nor incompatible with existing State regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the River Lodge Conference Center 1800 Riverwalk Drive, in Fortuna, California, on Wednesday, June 4, 2014, at 8:30 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Hilton San Diego Mission Valley, at 901 Camino Del Rio South, San Diego, California, on Wednesday, August 6, 2014, at 8:30 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before July 24, 2014, at the address given below, or by fax at (916) 653-5040, or by e-mail to FGC@fgc.ca.gov. Written comments mailed, faxed or e-mailed to the Commission office, must be received before 5:00 p.m. on August 1, 2014. All comments must be received no later than August 6, 2014, at the hearing in San Diego, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in ~~strikeout~~underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Caren Woodson at the preceding address or phone number. **Scott Gardner, Department of Fish and Wildlife, phone 916-801-6257, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Analysis

The potential for significant statewide adverse economic impacts that might result from

the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Business, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The proposal clarifies and strengthens the enforceability of portions of the current regulation.

- (b) Impact on the Creation or Elimination of Jobs within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California:

The Commission does not anticipate any impacts the proposed action would have on the creation or elimination of jobs or businesses in California or on the expansion of businesses in California; and, does not anticipate benefits to worker safety, because the regulations propose only minor changes to current seasons and bag limits.

The Commission anticipates benefits to the health and welfare of California residents. The proposed regulations are intended to provide continued recreational opportunity to the public. Hunting provides opportunities for multi-generational family activities and promotes respect for California's environment by the future stewards of the State's resources.

The Commission anticipates benefits to the environment by the sustainable management of California's upland game resources. The fees that hunters pay for licenses and stamps are used for conservation.

- (c) Cost Impacts on a Representative Private Person or Business:

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

- (d) Costs or Savings to State Agencies or Costs/ Savings in Federal Funding to the State: None.
- (e) Nondiscretionary Costs/Savings to Local Agencies: None.
- (f) Programs Mandated on Local Agencies or School Districts: None.

(g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

(h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated:

Sonke Mastrup
Executive Director



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

REGULAR AGENDA REQUEST

Print

MEETING DATE May 20, 2014

TIME REQUIRED

SUBJECT Additional Notice of Proposed
Regulatory Action

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Notice of proposed regulatory action dated May 7, 2014 from the Fish and Game Commission, relative to Amending Section 502, Title 14, California Code of Regulations, relating to Waterfowl Regulations for the 2014-2015 seasons, which will be published in the California Regulatory Notice Register on May 9, 2014.

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:

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[Fish and Game Addl Notice](#)

History

| Time | Who | Approval |
|--------------------|--------------------|----------|
| 5/12/2014 12:55 PM | Clerk of the Board | Yes |

Commissioners
Michael Sutton, President
Monterey

Richard Rogers, Vice President
Santa Barbara

Jim Kellogg, Member
Discovery Bay

Jack Baylis, Member
Los Angeles

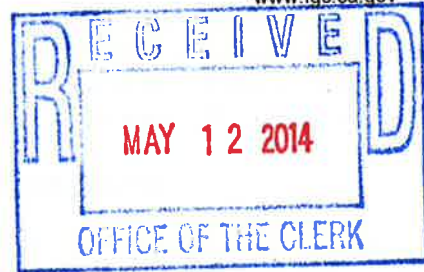
Jacque Hostler-Carmesin, Member
McKinleyville

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



Sonke Mastrup, Executive Director
1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
(916) 653-5040 Fax
www.fgc.ca.gov



May 7, 2014

This is to provide you with a copy of the notice of proposed regulatory action relative to Amending Section 502, Title 14, California Code of Regulations, relating to Waterfowl Regulations for the 2014-2015 seasons, which are published in the California Regulatory Notice Register on May 9, 2014.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Additional information and all associated documents may be found on the Fish and Game Commission website at www.fgc.ca.gov.

Melanie Weaver, Wildlife Branch, phone (916) 445-3717, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Jon D. Snellstrom
Associate Governmental Program Analyst

Attachment

**TITLE 14. Fish and Game Commission
Notice of Proposed Changes in Regulations**

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 202 and 355; reference sections 202, 355, and 356, Fish and Game Code; proposes to Amend Sections 360, 361, 362, 363 and 364, Title 14, California Code of Regulations (CCR), relating to Waterfowl Regulations for the 2014-2015 season.

Informative Digest/Policy Statement Overview

Current regulations in Section 502, Title 14, California Code of Regulations (CCR), provide definitions, hunting zone descriptions, season opening and closing dates, and establish daily bag and possession limits for waterfowl. Changes are proposed for several subsections of Section 502 which are generally described below. Regarding duck season lengths and bag limits, item 3 provides notice that other framework regulations may change in 2014 when current biological information becomes available. Concerning geese, items 4, 5, and 6 require Flyway Council and Service approval to establish the final bag limits pursuant to the process described below.

The Service will consider recommendations from the Flyway Council at their meeting on July 31 and August 1, 2014. At this time, the California Waterfowl Breeding Population Survey has not been conducted and the Service has not established federal regulation "frameworks" which will occur in August after the analysis of current waterfowl population survey, other data, input from the Flyway Councils and the public.

The Department's proposals are as follows:

1. Modify the name of the Humboldt Bay South Spit Special Management Area to Humboldt Bay South Spit (West Side).
2. Increase the possession limit for coots and moorhens to triple the daily bag limit statewide. This change will make the possession limit for coots and moorhens consistent with those for other waterfowl throughout the state.
3. Provide a range of waterfowl hunting season lengths (which may be split into two segments) between 38 and 107 days (including 2 youth waterfowl hunt days) for all hunting methods. A range of daily bag limits is also given for ducks in all zones. Federal regulations require that California's hunting regulations conform to those of Arizona in the Colorado River Zone and with Oregon in the North Coast Special Management Area. See table below for season and bag limit ranges.
4. Increase the total daily bag limit for geese in the Northeastern California, Southern San Joaquin Valley, and the Balance of State zones from 10 to 25 geese per day; the Southern California Zone total daily bag limit for geese will increase from 10 to 18 geese per day.
5. Increase the total daily bag limit for white geese in the Northeastern California,

Southern San Joaquin Valley, Southern California, and Balance of State zones from 10 to 15 white geese per day; the bag limit for white geese will increase from 10 to 15 per day in the Imperial County Special Management Area.

6. Increase the total daily bag limit for dark geese from 6 to 10 dark geese per day in the Northeastern California, Southern San Joaquin Valley, and Balance of State zones; increase the bag limit for dark geese from 3 to 4 per day in the Colorado River Zone; and increase the daily bag limit for Canada geese from 6 to 10 per day in the North Coast Special Management Area.
7. Since Special Management Areas are not a subset of Balance of State Zones (as might be implied by the present numbering of the regulation) it is recommended that the numbering of these provisions in 502(d)(5)(D) be revised. A new subsection "502(d)(6) Special Management Areas" is proposed to replace 502(d)(5)(D), with subsequent renumbering of the following subparagraphs. Other references to this subsection are also changed.

Also, minor editorial changes are proposed to clarify and simplify the regulations and to comply with existing federal frameworks.

Benefits of the regulations

The benefits of the proposed regulations are concurrence with Federal law, sustainable management of the waterfowl resources, positive impacts to jobs and/or businesses that provide services to waterfowl hunters will be realized with the continuation of adopting waterfowl hunting seasons in 2014-15.

Non-monetary benefits to the public

The Commission does not anticipate non-monetary benefits to the protection of public health and safety, worker safety, the prevention of discrimination, the promotion of fairness or social equity and the increase in openness and transparency in business and government.

Evaluation of incompatibility with existing regulations

The Commission has reviewed the Title 14, CCR, and conducted a search of any similar regulations on this topic and has concluded that the proposed amendments to Section 502 are neither inconsistent nor incompatible with existing state regulations. No other State agency has the authority to promulgate waterfowl hunting regulations.

Summary of Proposed Waterfowl Hunting Regulations

| AREA | SPECIES | SEASONS | DAILY BAG & POSSESSION LIMITS |
|--|--------------------------------|--|--|
| Statewide | Coots & Moorhens | Concurrent w/duck season | 25/day. 25-75 in possession |
| Northeastern Zone <i>Season may be split for Ducks, Pintail, Canvasback, Scaup, and Dark and White Geese</i> | Ducks | Between 38 & 105 days | 4-7/day, which may include: 3-7 mallards no more than 1-2 females, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit triple the daily bag. |
| | Pintail Canvasback Scaup | Between 38 & 105 days | |
| | Geese | Regular Season Dark geese: 100 days White geese: 73 days Late Season White geese: 32 days Whitefronts: 5 days | 10-25/ day, which may include: 10-15 white geese, 6-10 dark geese no more than 2 Large Canada geese. Possession limit triple the daily bag. |
| Southern San Joaquin Valley Zone <i>Season may be split for Ducks, Pintail, Canvasback and Scaup.</i> | Ducks | Between 38 & 105 days | 4-7/day, which may include: 3-7 mallards no more than 1-2 females, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit triple the daily bag. |
| | Pintail Canvasback Scaup | Between 0 & 105 days | |
| | Geese | 100 days | 10-25/ day, which may include: 10-15 white geese, 6-10 dark geese. Possession limit triple the daily bag. |
| Southern California Zone <i>Season may be split for Ducks, Pintail, Canvasback and Scaup.</i> | Ducks | Between 38 & 100 days | 4-7/day, which may include: 3-7 mallards no more than 1-2 hen mallards, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit triple the daily bag. |
| | Pintail Canvasback Scaup | Between 0 & 100 days | |
| | Geese | 100 days | 10-18/ day, which may include: 10-15 white geese, 3 dark geese. Possession limit triple the daily bag. |
| Colorado River Zone <i>Season may be split for Ducks, Pintail, Canvasback and Scaup.</i> | Ducks | Between 38 & 101 days | 4-7/day, which may include: 3-7 mallards no more than 1-2 females or Mexican-like ducks, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit triple the daily bag. |
| | Pintail Canvasback Scaup | Between 0 & 101 days | |
| | Geese | 101 days | 10/day, up to 10 white geese, up to 3-4 dark geese. Possession limit triple the daily bag. |
| Balance of State Zone <i>Season may be split for Ducks, Pintail, Canvasback, Scaup and Dark and White Geese.</i> | Ducks | Between 38 & 100 days | 4-7/day, which may include: 3-7 mallards no more than 1-2 females, 0-3 pintail, 0-3 canvasback, 0-3 redheads, 0-7 scaup. Possession limit triple the daily bag. |
| | Pintail Canvasback Scaup | Between 0 & 100 days | |
| | Geese | Early Season: 5 days (CAGO only) Regular Season: 100 days Late Season: 5 days (Whitefronts and white geese) | 10-25/ day, which may include: 10-15 white geese, 6-10 dark geese. Possession limit triple the daily bag. |

Summary of Proposed Waterfowl Hunting Regulations, Continued

| SPECIAL MANAGEMENT AREAS | SPECIES | SEASON | DAILY BAG & POSSESSION LIMITS |
|---|------------------------|--|--|
| North Coast <i>Season may be split</i> | All Canada Geese | 105 days except for Large Canada geese which cannot exceed 100 days or extend beyond the last Sunday in January. | 6-10/day, only 1 may be a Large Canada goose. Possession limit triple the daily bag. Large Canada geese are closed during the Late Season. |
| Humboldt Bay South Spit (West Side) | All species | Closed during brant season | |
| Sacramento Valley | White-fronted geese | Open concurrently with general goose season through Dec 21 | 3/day. Possession limit triple the daily bag. |
| Morro Bay | All species | Open in designated areas only | Waterfowl season opens concurrently with brant season. |
| Martis Creek Lake | All species | Closed until Nov 16 | |
| Northern Brant | Black Brant | From Nov 7 for 30 days | 2/day. Possession limit triple the daily bag. |
| Balance of State Brant | Black Brant | From the second Saturday in November for 30 days | 2/day. Possession limit triple the daily bag. |
| Imperial County <i>Season may be split</i> | White Geese | 102 days | 10-15/day. Possession limit triple the daily bag. |
| YOUTH WATERFOWL HUNTING DAYS | SPECIES | SEASON | DAILY BAG & POSSESSION LIMITS |
| Northeastern Zone | Same as regular season | The Saturday fourteen days before the opening of waterfowl season extending for 2 days. | Same as regular season |
| Southern San Joaquin Valley Zone | | The Saturday following the closing of waterfowl season extending for 2 days. | |
| Southern California Zone | | The Saturday following the closing of waterfowl season extending for 2 days. | |
| Colorado River Zone | | The Saturday following the closing for waterfowl season extending for 2 days. | |
| Balance of State Zone | | The Saturday following the closing of waterfowl season extending for 2 days. | |
| FALCONRY OF DUCKS | SPECIES | SEASON | DAILY BAG & POSSESSION LIMITS |
| Northeastern Zone | Same as regular season | Between 38 and 105 days | 3/ day, possession limit 9 |
| Balance of State Zone | | Between 38 and 107 days | |
| Southern San Joaquin Valley Zone | | Between 38 and 107 days | |
| Southern California Zone | | Between 38 and 107 days | |
| Colorado River Zone | | Ducks only | |

Benefits of the regulations

The benefits of the proposed regulations are concurrence with Federal law, sustainable management of the waterfowl resources, positive impacts to jobs and/or businesses that provide services to waterfowl hunters will be realized with the continuation of adopting waterfowl hunting seasons in 2014-15.

Non-monetary benefits to the public

The Commission does not anticipate non-monetary benefits to the protection of public health

and safety, worker safety, the prevention of discrimination, the promotion of fairness or social equity and the increase in openness and transparency in business and government.

Evaluation of incompatibility with existing regulations

The Commission has reviewed the Title 14, CCR, and conducted a search of any similar regulations on this topic and has concluded that the proposed amendments to Section 502 are neither inconsistent nor incompatible with existing state regulations. No other State agency has the authority to promulgate waterfowl hunting regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the River Lodge Conference Center, 1800 Riverwalk Drive, Fortuna, California, on Wednesday, June 4, 2014, at 8:00 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be at the Hilton San Diego Mission Valley 901 Camino Del Rio South, San Diego, California, on Wednesday, August 6, 2014, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before July 24, 2014 at the address given below, or by fax at (916) 653-5040, or by e-mail to FGC@fgc.ca.gov. Written comments mailed, faxed or e-mailed to the Commission office, must be received before 5:00 p.m. on July 31, 2014. All comments must be received no later than August 6, 2014 at the hearing in San Diego. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Jon Snellstrom at the preceding address or phone number. **Melanie Weaver, Wildlife Branch, phone (916) 445-3717, has been designated to respond to questions on the substance of the proposed regulations** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person

interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Analysis

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and following initial determinations relative to the required statutory categories have been made.

- (a) **Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:**

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states.

The proposed regulations are intended to provide additional recreational opportunity to the public. The response is expected to be minor in nature.

- (b) **Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:**

The Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses or the expansion of businesses in California. The proposed waterfowl regulations will set the 2014-15 waterfowl hunting season dates and bag limits within the federal frameworks. Positive impacts to jobs and/or businesses that provide services to waterfowl hunters will be realized with the proposed regulations for the waterfowl hunting season in 2014-15. This is based on a 2011 US Fish and Wildlife national survey of fishing, hunting, and wildlife associated recreation for California. The report estimated that migratory bird hunters contributed about \$169,115,000 to businesses in California during the 2011 migratory bird hunting season. The impacted businesses are generally small businesses employing few individuals and, like all small businesses, are subject to failure for a variety of causes. Additionally, the long-term intent of the proposed regulations is to sustainably manage waterfowl populations, and consequently, the long-term viability of these same small businesses.

The Commission anticipates benefits to the health and welfare of California residents. Hunting provides opportunities for multi-generational family activities and promotes respect for California's environment by the future stewards of the State's resources. The Commission anticipates benefits to the State's environment by the sustainable management of California's waterfowl resources. The Commission does not anticipate any impacts to worker safety because the proposed amendments will not affect working conditions.

(c) Cost Impacts on a Representative Private Person or Business:

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

None.

(e) Nondiscretionary Costs/Savings to Local Agencies:

None.

(f) Programs Mandated on Local Agencies or School Districts:

None.

(g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code:

None.

(h) Effect on Housing Costs:

None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost-effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Sonke Mastrup
Executive Director

Dated: April 23, 2014



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 20, 2014

Departments: Agricultural Commissioner

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion)

PERSONS APPEARING BEFORE THE BOARD

Nathan D. Reade, Agricultural Commissioner

SUBJECT 2013 Crop and Livestock Report

AGENDA DESCRIPTION:

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

The Agricultural Commissioner will present the 2013 Inyo/Mono Crop and Livestock Report.

RECOMMENDED ACTION:

None. Informational Only.

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:

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[Crop Rpt Staff](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 5/5/2014 4:08 PM | County Administrative Office | Yes |
| 5/13/2014 9:02 AM | County Counsel | Yes |
| 5/12/2014 8:40 AM | Finance | Yes |



Counties of Inyo & Mono

Nathan D. Reade
Agricultural Commissioner
Director of Weights and Measures
207 W. South Street, Bishop, CA 93514
Telephone – (760) 873-7860 Fax – (760) 872-1610
Email – inyomonoag@gmail.com Web - www.inyomonoagriculture.com



Date: April 23, 2014
To: Honorable Board of Supervisors
From: Nathan D. Reade, Agricultural Commissioner
Subject: 2013 Crop and Livestock Report

Recommended Action:
None

Fiscal Impact
None

Discussion
Presentation of the 2013 Inyo/Mono Crop and Livestock report.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 20, 2014

Departments: Agricultural Commissioner

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion)

PERSONS APPEARING BEFORE THE BOARD

Nathan D. Reade, Agricultural Commissioner

SUBJECT Unanticipated Gas Tax Revenue

AGENDA DESCRIPTION:

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

The Agricultural Commissioner's Department has received an unanticipated gas tax revenue in the approximate amount of \$11,701. The Agricultural Commissioner is requesting that the funds be set aside for future use to construct a building to house his Department.

RECOMMENDED ACTION:

Authorize unanticipated gas tax revenue, in the approximate amount of \$11,701 to be set aside for the Agricultural Commissioner's Department for future use to construct a building for this department.

FISCAL IMPACT:

Reduced cash in the General Fund in the amount of \$11,701 for FY 13/14.

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:

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[Gas Tax Staff](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|-----------------|
| 5/5/2014 4:08 PM | County Administrative Office | Yes |
| 5/13/2014 9:03 AM | County Counsel | Yes |
| 5/12/2014 9:02 AM | Finance | Yes |



Counties of Inyo & Mono

Nathan D. Reade
Agricultural Commissioner
Director of Weights and Measures
207 W. South Street, Bishop, CA 93514
Telephone – (760) 873-7860 Fax – (760) 872-1610
Email – inyomonoag@gmail.com Web - www.inyomonoagriculture.com



Date: April 23, 2014
To: Honorable Board of Supervisors
From: Nathan D. Reade, Agricultural Commissioner
Subject: Unanticipated Gas Tax Revenue

Recommended Action:

Consider request to reserve funds for future use in constructing a building for use by the Agricultural Commissioner's Department.

Fiscal Impact

FY 13/14 \$11,701 reduced cash in the General Fund.

Discussion

The Agricultural Commissioner's Department has received unanticipated gas tax revenue in the approximate amount of \$11,701. The Agricultural Commissioner is requesting that the funds be set aside for future use to construct a building to house his Department.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 20, 2014

Departments: Public Works, Community Development

TIME REQUIRED 20 minutes (10 minute presentation;
10 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Wendy Sugimura, Gerry Le Francois,
Garrett Higerd

SUBJECT Active Transportation Program Grant
Application

AGENDA DESCRIPTION:

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

Active Transportation Program grant for Bridgeport and Lee Vining Safe Route to Schools project.

RECOMMENDED ACTION:

Authorize staff to prepare and submit an application for an Active Transportation Grant (ATP) for the Bridgeport and Lee Vining Safe Routes to School (SRTS) project. Provide any other desired direction.

FISCAL IMPACT:

No impact on the General Fund is anticipated. Application has no match requirements.

CONTACT NAME: Gerry Le Francois

PHONE/EMAIL: 760.924.1810 / glefrancois@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](#)

[map](#)

[attachment](#)

History

| Time | Who | Approval |
|--------------------|------------------------------|-----------------|
| 5/14/2014 11:17 AM | County Administrative Office | Yes |
| 5/15/2014 9:04 AM | County Counsel | Yes |
| 5/14/2014 10:41 AM | Finance | Yes |



May 20, 2014

To: Mono County Board of Supervisors

From: Community Development: Wendy Sugimura, Gerry Le Francois
Public Works: Garrett Higerd

Re: Mono County Active Transportation Program Grant Applications

Actions Requested:

Authorize staff to prepare and submit an application for an Active Transportation Grant (ATP) for the Bridgeport and Lee Vining Safe Routes to School (SRTS) project. Provide any other desired direction.

Background:

The Active Transportation Program was created by Senate Bill 99 and Assembly Bill 101 to encourage increased use of active modes of transportation such as biking and walking. The Active Transportation Program is funded from various federal and state funds, and is a reimbursement program for costs incurred. The grant application process closes May 21st. Awards are expected by August 20th. At a Board meeting this past March, staff was directed to work on various Active Transportation Program eligible projects for Bridgeport, Lee Vining, June Lake and other areas, and to coordinate with the Town of Mammoth Lakes. Given the short time frame, the most mature project in terms of detail and public consensus was pursued for this grant application.

At this time, staff proposes a Safe Routes to School Project with components in Bridgeport and Lee Vining. The basic project components are as follows:

Bridgeport SRTS – Exhibit 1

- Install missing sidewalks segments shown in red on Exhibit 1 along US 395, Bridge Street, Court Street, Sinclair Street, Kingsley Street, and Twin Lakes Road,
- Install permanent curb extensions and pedestrian-activated rectangular rapid flashing beacon (RRFB) crossing lights, pole-mounted at the curb extension, at US 395 and School Street (item 1),
- Install removable bulb-out for pedestrian refuge at US 395 and Sinclair Street (item 2), and
- Install removable bulb-out and pedestrian refuge island in front of Jolly Kone (item 3).

Lee Vining SRTS – Exhibit 2

- Install temporary bulb-out at US 395 and First Street (item 4),
- Install temporary bulb-out at US 395 and Second Street/Lee Vining Avenue (item 5),
- Install temporary bulb-out at US 395 and Fourth Street with temporary pedestrian island, and High Intensity Activated Crosswalk Beacon (HAWK) in both directions (item 6).

An optional component to both projects may include solar-powered, pedestrian-scale, decorative street lights along US 395 in Bridgeport and Lee Vining if these lights are found compatible with the Safe Routes to Schools (SRTS) grant application. If not found compatible, these solar lights would require the 11.47% match. Staff is exploring non-general fund match options at this time and will be discuss this in more detail at your meeting.

Fiscal Impact of Requested Actions:

No General Fund impact is anticipated. The project application is eligible for Safe Routes to School (SRTS) funding, which does not require the 11.47% match common under the Active Transportation Program. A projected cost for the Bridgeport SRTS is estimated at \$777,240 without the solar street light option. The projected cost for the Lee Vining SRTS is estimated at \$192,960 without the solar street light option. As currently proposed, no match would be required but would most likely exclude some solar street lights. It is staff's intent to propose a SRTS project without any impact to the general fund.

If a non-general fund match can be found for the optional street lights in both Bridgeport and/or Lee Vining, staff will update the Board and have a finalized project budget at your meeting on May 20th.

This staff report has been reviewed by the Community Development Director. Please contact Gerry LeFrancois at 760.924.1810 or glefrancois@mono.ca.gov or Garrett Higerd at 760.924.1802 or ghigerd@mono.ca.gov with any questions.

Attachments:

- Exhibit 1 – Safe Routes to School Project, Bridgeport, Conceptual Layout
- Exhibit 2 – Safe Routes to School Project, Lee Vining, Conceptual Layout
- Exhibit 3 – Safe Routes to School Project, Crossing Details
- Exhibit 4 – Proposed Budget

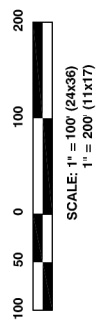
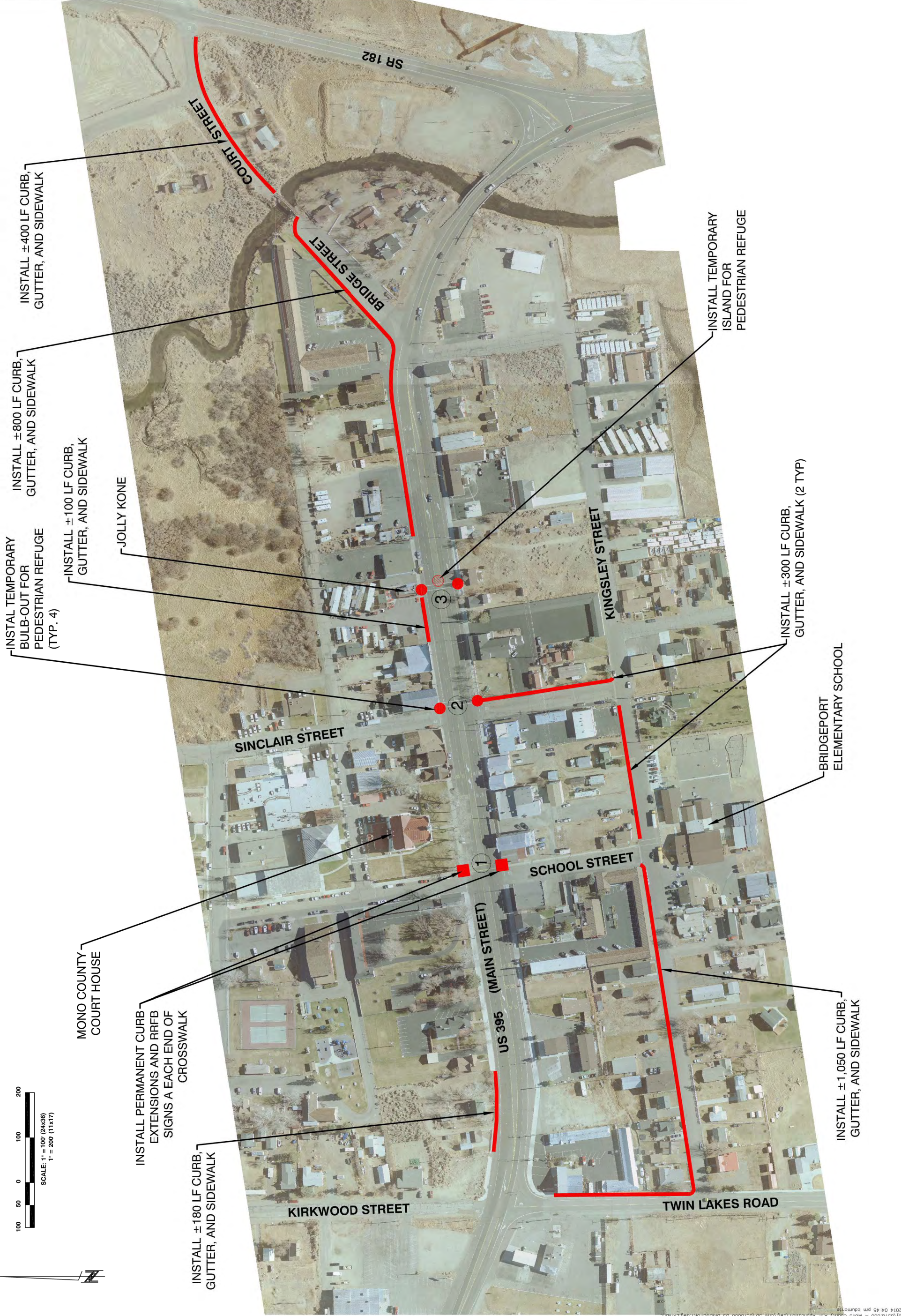
SAFE ROUTES TO SCHOOL PROJECT
BRIDGEPORT
CONCEPTUAL LAYOUT

MONO COUNTY PUBLIC WORKS

| REV | DATE | DESCRIPTION | BY |
|-----|------|-------------|----|
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EXHIBIT

DATE: MAY 2014
DRAWN BY: KLN
DESIGNED BY: KRG
CHECKED BY: KRG
JOB NO.: 8578.000

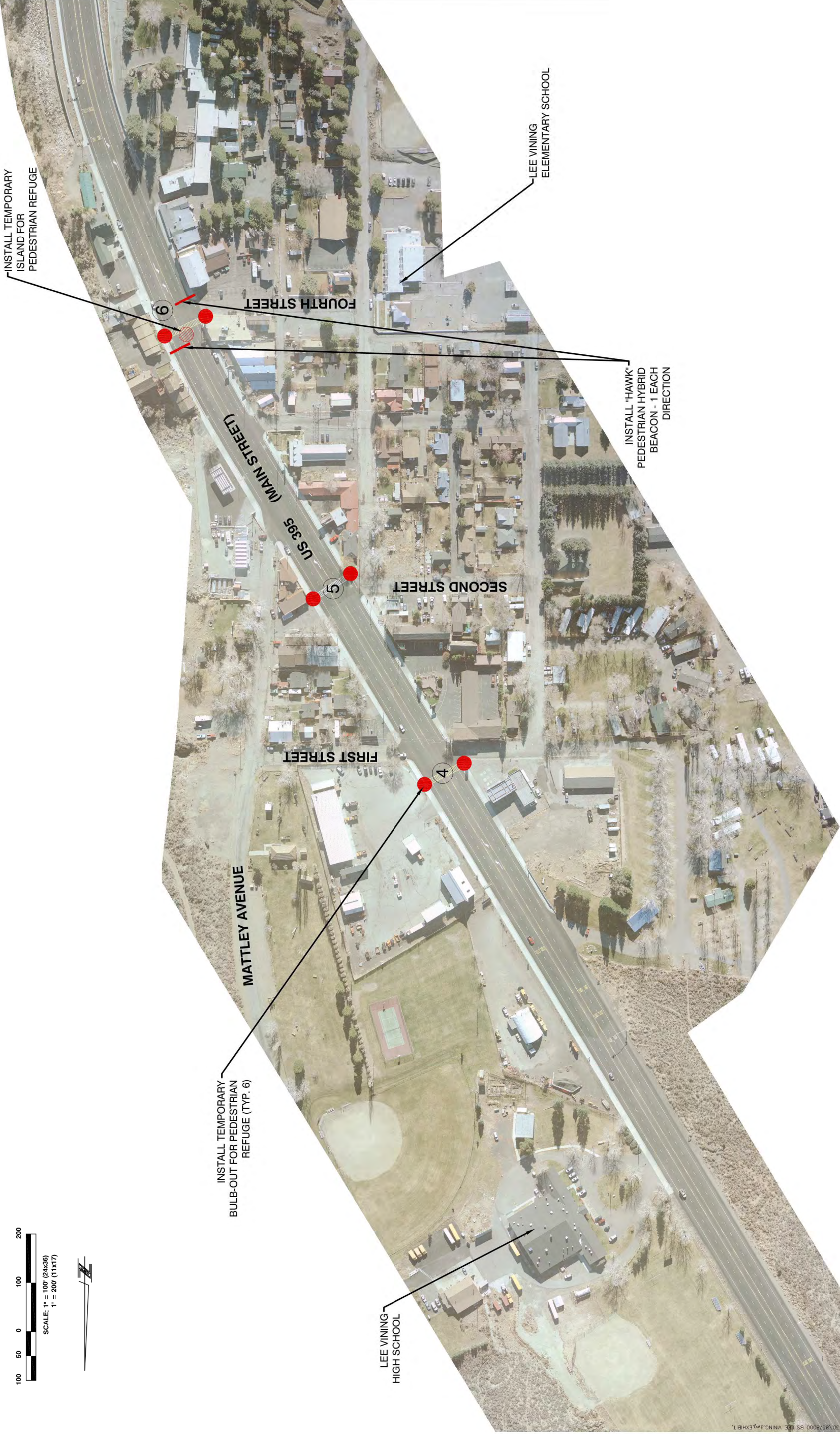


MONO COUNTY PUBLIC WORKS
SAFE ROUTES TO SCHOOL PROJECT
LEE VINING
CONCEPTUAL LAYOUT

| REV | DATE | DESCRIPTION | BY |
|-----|------|-------------|----|
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EXHIBIT

DATE: MAY 2014
 DRAWN BY: KLN
 DESIGNED BY: KRK
 CHECKED BY: KRK
 JOB NO.: 8578.000



COST ESTIMATE

Mono County Safe Routes to School Project

Bridgeport and Lee Vining

JOB NO.: 8578.000

Lumos & Associates, Inc.

05.09.14

| ITEM # | DESCRIPTION | Engineer's Estimate | | | |
|--------|--|---------------------|-------|--------------|---------------|
| | | QTY | UNITS | UNIT PRICE | AMOUNT |
| 1 | Mobilization, Demobilization | 1 | LS | \$ 45,000.00 | \$ 45,000.00 |
| 2 | Sawcut, demolition of existing paving and concrete | 1 | LS | \$ 40,000.00 | \$ 40,000.00 |
| 3 | 4" PCC Sidewalk on 6" Agg Base | 17,500 | SF | \$ 15.00 | \$ 262,500.00 |
| 4 | 4" PCC Sidewalk and Ramps on 6" Agg Base (School Street) | 1,050 | SF | \$ 25.00 | \$ 26,250.00 |
| 5 | PCC Curb and Gutter | 3,400 | LF | \$ 30.00 | \$ 102,000.00 |
| 6 | Removable Bollards | 110 | EA | \$ 500.00 | \$ 55,000.00 |
| 7 | HAWK Pedestrian Hybrid Beacon (2 masts) | 1 | LS | \$ 80,000.00 | \$ 80,000.00 |
| 8 | Rectangular Rapid Flashing Beacons | 2 | EA | \$ 7,500.00 | \$ 15,000.00 |
| 9 | Portable Concrete Streetscape Planters | 20 | EA | \$ 2,000.00 | \$ 40,000.00 |
| 10 | Landscaping and Irrigation | 1 | LS | \$ 8,000.00 | \$ 8,000.00 |
| | | | | | |
| | Subtotal | | | | \$ 673,750.00 |
| | Contingency (20%) | | | | \$ 134,750.00 |
| | Estimated Construction Cost | | | | \$ 808,500.00 |
| | Preliminary Engineering and Construction Engineering (20%) | | | | \$ 161,700.00 |
| | Estimated Total | | | | \$ 970,200.00 |



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 20, 2014

Departments: County Administrator's Office/County Counsel

TIME REQUIRED 25 minutes (10 minute presentation;
15 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Jim Leddy and Marshall Rudolph

SUBJECT Ratification of Mono County Deputy
Sheriffs Association Memorandum of
Understanding - 2014 to 2017

AGENDA DESCRIPTION:

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

Proposed Memorandum of Understanding with the Mono County Deputy Sheriffs' Association pertaining to terms and conditions of employment.

RECOMMENDED ACTION:

Adopt proposed Resolution R14-____, adopting and approving a memorandum of understanding between the County and the Mono County Sheriff's Officers' Association (aka the Deputy Sheriffs' Association). Provide any desired direction to staff.

FISCAL IMPACT:

The impact to the County General Fund is estimated to be \$26,325 including an increase of \$27,000 per year for the reinstatement of step increases and savings of \$625 for the increase.

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:

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[DSA MOU Staff Rpt](#)

[DSA Resolution for 2014](#)

- [📄 DSA MOU](#)
- [📄 DSA Personnel Rules](#)
- [📄 DSA Resolution R12-68](#)

History

| Time | Who | Approval |
|--------------------|------------------------------|-----------------|
| 5/14/2014 11:18 AM | County Administrative Office | Yes |
| 5/13/2014 9:37 AM | County Counsel | Yes |
| 5/14/2014 12:21 PM | Finance | Yes |



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Jim Leddy
County Administrative Officer

Bill Van Lente
Director of HR/Risk Management

May 15, 2014

To: Honorable Chair and Members of the Board of Supervisors

From: Jim Leddy, County Administrative Officer

SUBJECT:

Ratification of 2014-2017 Mono County Deputy Sheriff's Association Memorandum of Understanding (MOU).

RECOMMENDATION:

Adopt proposed Resolution

FISCAL IMPACT:

The impact to the County General Fund is estimated to be \$26,325 including an increase of \$27,000 per year for the reinstatement of step increases and savings of \$625 for the increase.

DISCUSSION:

Starting in the Spring of 2013, the County and the Mono County Deputy Sheriff's Association (DSA) began negotiations of a new Memorandum of Understanding for terms and condition of employment. These negotiations were concluded in Spring of 2014. The parameters for these negotiations were established in FY 2012-2013 with different financial context for the County.

Subjects of negotiations included a three year term (July 2014 to June 2017); increasing the employee cost of the health care premium from a 0/\$25/50 monthly premium for single, employee plus one and employee plus two or more dependents to \$25/\$50/\$100; the return of step increases at a reduced rate; and, the exchange of a cost of living adjustment in equal amount to the employee share of cost for retirement.

A tentative agreement was reached and the DSA voted to approve the agreement in late April 2014. If ratified by the Board, the Contract term would begin on July 1st or as soon after that date that the appropriate Contract Amendment with the Public Employees Retirement System which is required to implement the increased employee cost aspect of the proposed contract.

Specifically, This MOU includes:

- 1) A 5% Cost of Living Adjustment in exchange for an Employee pick up of retirement costs of 7% to ensure a revenue neutral position for the County;
- 2) Increasing monthly health premiums to \$25 (single)/\$50 (couple/\$100 (Family);
- 3) Step (evaluation based) increases return July 1st, 2014 at a rate of 2.5% per year;
- 4) A contract term of July 1, 2014 to June 30, 2017.

If you have any questions please contact me at (760) 932-5410 or jleddy@mono.ca.gov.



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RESOLUTION NO. R14-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING AND APPROVING
A MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY AND THE MONO COUNTY SHERIFF'S OFFICERS'
ASSOCIATION (AKA THE DEPUTY SHERIFFS' ASSOCIATION)**

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 Mono County Sheriff's Officers' Association (aka the Deputy Sheriffs' Association, hereinafter "the Association") 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 the Association, a copy of which is attached hereto as Exhibit A -- effective for the period of January 1, 2014, through December 31, 2016 -- 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 Association's bargaining unit. The Chair of the Board of Supervisors shall execute said Memorandum on behalf of the County.

[INTENTIONALLY BLANK]

1 (2) The proposed amendment to the Mono County Personnel System, attached
2 hereto as Attachment 1 to the MOU, are hereby incorporated into the MOU ratified by
3 this Resolution.

3 *PASSED AND ADOPTED* this _____ day of _____, 2014, by the following
4 vote:

5 AYES :
6 NOES :
7 ABSTAIN :
8 ABSENT :

8 ATTEST: _____
9 Clerk of the Board

Larry K. Johnston, Chairman
Board of Supervisors

10 APPROVED AS TO FORM:

11 _____
12 COUNTY COUNSEL

**MEMORANDUM OF
UNDERSTANDING
BETWEEN
COUNTY OF MONO
AND
MONO COUNTY SHERIFF'S OFFICERS'
ASSOCIATION**



January 1, 2014, through December 31, 2016

ARTICLE 1. PURPOSE AND DEFINITIONS

A. Purpose

It is the purpose of this Memorandum of Understanding (“MOU”) to promote and provide for continuity of operations and employment through harmonious relations, cooperation and understanding between management and the employees covered by the provisions of this MOU; to provide an established, orderly and fair means of resolving any misunderstandings or differences which may rise from the provisions of this MOU, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein, which understanding the parties intend to jointly submit and recommend for approval and implementation to the County’s Board of Supervisors.

B. Definitions

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

- (1) **“ASSOCIATION”** means the Mono County Sheriff’s Officers’ Association, a recognized employee bargaining unit consisting of or representing all Mono County Deputy Sheriff Officers, Boating Safety Officers, Sheriff’s Safety Officers, and retirees thereof in the supervisor and peace officer units (as defined in Article 4 hereof) who are not covered by memorandums of understanding between Mono County and other Mono County employee bargaining units. The Association does not include those Mono County Sheriffs Officers who are represented by the Sheriff’s Management Bargaining unit and it does not include any retired annuitants who COUNTY may hire and employ from time to time in its sole discretion to perform work otherwise performed by Association members.
- (2) **“COUNTY”** means the County of Mono, a political subdivision of the State of California.
- (3) **“COVERED EMPLOYEE”** refers to any employee whose job classification is represented in employee bargaining by the ASSOCIATION (as described above) and is therefore covered by this MOU, regardless of whether the employee is a dues-paying member of the ASSOCIATION. Retired annuitants are not covered employees.
- (4) **“MOU”** means this Memorandum of Understanding between the ASSOCIATION and the COUNTY.
- (5) **“RETIRED ANNUITANT”** is an employee hired on a limited-term basis who has retired from public employment, is receiving PERS or reciprocal retirement benefits, and who is qualified and able to perform the duties of a

position within a classification that has been approved by the Board of Supervisors to be filled by retired annuitants.

ARTICLE 2. RECITALS; FINDINGS

- A. All pre-existing agreements between the COUNTY and the ASSOCIATION expired on or prior to December 31, 2010. Since that time, the parties reached impasse on in 2011 and the COUNTY thereafter imposed the terms and conditions of employment, via Resolution 12-02, that this MOU will supplant (hereinafter the “2012 Imposed Terms and Conditions”). This MOU will not supplant the terms and conditions provided pursuant to Resolution 12-68 (attached hereto). The parties have negotiated in good faith in an attempt to reach a new agreement on salary, benefits, working conditions, and other pertinent matters.**
- B. It is the purpose of this MOU to set forth the understandings and agreements reached by the parties which are to be effective for the period of January 1, 2014, to and including, December 31, 2016.**
- C. In adopting it, the Board of Supervisors finds this MOU is necessary to promote harmonious relations between the COUNTY and the ASSOCIATION, and to ensure continuous efficient law enforcement services to the people of Mono County and those who work, recreate, and travel here. In the absence of an MOU, it will be difficult to attract or keep trained, experienced, and capable law enforcement personnel in this county. To those ends, the Board finds that this MOU is necessary for the health, safety and welfare of the people.**
- D. The ASSOCIATION likewise desires to enter into this MOU for the period of January 1, 2014 to and including December 31, 2016.**
- E. Wherefore, and in consideration of the terms, conditions, recitals, and understandings expressed in the MOU, the parties agree as herein set forth.**

ARTICLE 3. TERM; RENEGOTIATION

This MOU shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2016. In the event either party desires to negotiate a successor memorandum of understanding, such party shall serve upon the other, prior to the expiration of this MOU, its written request to negotiate, and submit its full and entire written proposals for such successor memorandum of understanding.

ARTICLE 4. RECOGNITION

The COUNTY hereby reaffirms its previous action recognizing the Association as the representative for employees in two representation units (and retirees of these units) designed as supervisor unit and peace officer unit comprised of the classifications of Sergeant, Deputy Sheriff I, Deputy Sheriff II, Boating Safety Officer, Sheriff’s Safety Officer, and Investigator, said employees may hereinafter be referred to individually as “member” and collectively as “members.”

ARTICLE 5. DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered by this MOU, and that all employees so covered shall have the right to join and participate in the activities of the Association and to exercise all rights expressly and impliedly set forth in Section 3500 et seq. of the Government Code of the State of California. No employee shall be intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

The provisions of this MOU shall be applied equally to all employees covered without favor or discrimination (1) because of race, color, sex, age, creed, religion, or any other protected status under the law; and (2) in accordance with all applicable State and Federal laws.

ARTICLE 6. SALARY ADJUSTMENT/TERM

- A. Concurrent with and contingent upon the COUNTY's implementation of covered employees' additional pre-tax contribution toward their PERS retirement costs, as set forth in Article 9.F. below, which shall be implemented as soon as reasonably practicable, the salary of each covered employee shall be increased through a five percent (5%) increase of the employee's base salary in order to facilitate the covered employees' PERS contributions and to provide for tax deferred payment of the employees' PERS contributions. For purposes of this Article, "base salary" means the range and step at which the employee is paid immediately prior to the increase.**
- B. Effective as of July 1, 2014, covered employees shall be eligible to earn or receive "step increases." And no time worked while step increases have been frozen, either pursuant to a previously adopted MOU and/or the 2012 Imposed Terms and Conditions, shall be counted for purposes of determining any step increases provided pursuant to this MOU. Notwithstanding any provision in the Mono County Code or Mono County Personnel System to the contrary, each "step increase" provided pursuant to this MOU shall be equivalent to two and one half percent (2.5%) of the employee's base salary (a total of 10 steps, instead of 5, shall be available under this provision).**
- C. All employees are required to utilize direct deposit of their payroll checks.**
- D. All employees will submit their timesheets and any other data and information needed by the Finance Department for purposes of payroll processing by such deadlines as the Finance Director may set in her sole discretion. All employees will receive only one (1) check per month and will include all pay that the employee is entitled to for that period.**

- E. The COUNTY shall continue to pay each covered employee who is a deputy sheriff (including sergeants and investigators) the amount of fifty dollars (\$50) per month, in addition to their base salary. Said amount will not be paid to covered employees who are Sheriff's Safety Officers or Boating Safety Officers; instead they will be enrolled in State Disability Insurance (SDI) at the County's expense. Employees receiving such money may use it for any purpose, but the anticipated and intended purpose of said payment is to assist those employees in paying premiums for long-term disability (LTD) insurance, through the California Law Enforcement Association (CLEA) or such other source as they may select. The County assumes no responsibility for providing or obtaining LTD insurance in general nor for any aspect of CLEA insurance in particular, which may not be available to all covered employees. [NOTE: Beginning in 2001, this benefit took the place of a prior LTD benefit under which the County paid LTD premiums directly.]

ARTICLE 7. HOLIDAY PAY

- A. Holiday pay for covered employees shall be paid monthly in the amount of ten percent (10%) of the sum of covered employees' range and step and special compensation wages as defined by Government Code Section 20636 excluding any uniform allowance and this holiday pay itself. The semi-annual payment shall not be dependent upon the number of holidays during the six month period immediately preceding payment. Employees hired less than six months prior to any payment or who work less than 12 months per calendar year (e.g., Boating Safety Officers) shall be compensated on a pro-rated basis (i.e., 10% of base pay since the date of hire or, in the case of Boating Safety Officers, 10% of base pay for months actually worked (if any) during a particular semi-annual period).
- B. This policy will eliminate holidays from the work schedule, save and except special COUNTY holidays (specified in County Code § 2.68.030(A)(14)), 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.

ARTICLE 8. LONGEVITY PAY

- A. Existing employees who were already receiving longevity pay as of January 1, 2012, will continue to receive longevity pay but the percentage amount of such pay shall be frozen and shall not increase. "Longevity pay" means that pay provided for covered employees as defined in previous MOUs: which, for employees hired on or before May 19, 2009, included 2.5% additional compensation increases up to a maximum of 7.5% additional compensation depending on an employee's County service years at "E" step, or for employees hired after May 19, 2009, included 2.5% additional compensation increases up to a maximum of 7.5% additional compensation depending on an employee's years of service (see Article 8 of the 2009 MOU). Any covered employee who was already

eligible to receive at least 7.5% longevity pay on or before May 19, 2009, shall continue to receive that amount of longevity pay but shall not be eligible for nor receive any further longevity increases. Existing employees who were not already receiving longevity pay as of January 3, 2012, shall not receive such pay. And no time worked (e.g., years of service or years at "E" step) during the term of this MOU shall be counted for purposes of determining any future eligibility to receive longevity pay or to receive any increases in the percentage amount of longevity pay (if and when such longevity pay eligibility or increases are again provided).

- B. Employees hired after January 3, 2012 shall not be eligible to earn longevity pay at any future date.

ARTICLE 9. PERS RETIREMENT

- A. For employees hired prior to the effective date of the County's amendment of its contract with CalPERS to provide "3% at 55" retirement (See subsection C below), the COUNTY and the ASSOCIATION agree that, for purposes of PERS retirement, the "single highest year" shall be used for calculation of covered employees' earnings. For employees hired after the effective date of said amendment, final compensation for purposes of PERS retirement shall be determined using a three-year average.
- B. Covered employees shall continue to be enrolled in the PERS Level IV Survivors' Benefit Program (specifically those benefits provided by Government Code section 21574).
- C. Covered employees hired after December 27, 2012 shall be enrolled in the PERS "3% at 55" retirement formula using a three-year average for purposes of determining final compensation. Any employees hired prior to December 27, 2012 shall continue to be enrolled in "3% at 50" safety retirement benefits under the COUNTY'S contract with PERS, using "single highest year" for purposes of determining final compensation.
- D. Notwithstanding the above, if required by what is commonly referred to as the California Public Employees' Pension Reform Act ("PEPRA"), covered employees hired after December 31, 2012 shall be enrolled in the PERS retirement formula as required by PEPRA, and shall contribute toward the cost of retirement benefits as required by PEPRA.
- E. All employees covered by this MOU shall continue payment of the employee contribution for applicable PERS coverage and retirement. The COUNTY shall also continue the IRS 414(H)(2) 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.
- F. Concurrent with the 5% base salary increase set forth in Article 6.A above, all covered employees shall also contribute seven percent (7%) of their

compensation reported by the COUNTY to CalPERS, by payroll deduction, on a pre-tax basis, toward the County's PERS employer contribution rate as cost sharing pursuant to Government Code section 20516. Said contribution shall be above and beyond any contribution currently made by any covered employee. So, for example, a covered employee previously paying nine percent (9%) of his/her compensation reported by the COUNTY to CalPERS toward the applicable PERS retirement coverage cost shall now pay sixteen percent (16%) of his/her compensation reported by the COUNTY to CalPERS toward the PERS retirement coverage cost.

ARTICLE 10. HEALTH INSURANCE

- A. Each covered employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 11 and 12, and said benefits will continue to be provided year-round; provided, however, that Boating Safety Officers will continue to only receive health care benefits (and Cafeteria Plan contributions) for those seasonal months in which they actually perform work for the County.**
- B. "Health care benefits" means the medical, dental, and eye-care benefits provided to covered employees and their dependents by the COUNTY.**
- 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, which amount shall not increase.**
- D. 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 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 (50 years of age for employees enrolled in local safety 3% at 50 at the time of retirement).

- (4) Any benefits after retirement under this Section D of Article 10 will be the same as benefits for active employees. In other words, all benefits will change as the benefits of active employees change.
- (5) Notwithstanding the foregoing, the fact that active boating safety officers currently receive only seasonal health-care benefits (and Cafeteria Plan contributions) shall not be construed as preventing any boating safety officer who, as of May 1, 2001, had already accrued the years of service necessary to qualify as a “retired employee” from receiving year-round retirement health-care benefits under this Section D (and also retirement service credit allowances under Article 16).
- (6) The ASSOCIATION represents all retirees with respect to all matters set forth in this Section D of Article 10 and is primarily responsible for communicating with retirees and addressing any questions they may have regarding this Section.

E. **Coverage Provider.** The COUNTY’s current provider or source of medical (“health care”) insurance coverage is CalPERS. In the event that COUNTY desires to change said provider during the term of this MOU, the ASSOCIATION agrees to meet and confer in good faith regarding the proposed change. Absent an agreement between COUNTY and ASSOCIATION to change the provider, however, the COUNTY shall not unilaterally make such a change.

ARTICLE 11. DENTAL CARE PLAN

The COUNTY shall implement and extend coverage under the County Dental Plan to all current covered employees and their dependents by the 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. This coverage shall extend to retired covered employees, together with one dependent of retiree.

ARTICLE 12. VISION CARE PLAN

The COUNTY shall implement and extend coverage under Vision Care (Plan C; \$10.00 deductible) to all current covered employees and their dependents by the 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 covered employees, together with one dependent of retiree.

ARTICLE 13. CAFETERIA PLAN

- A. Upon implementation of this MOU (or as soon as reasonably practicable) and thereafter, with respect to any full-time covered employee 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, which shall be contributed by the employee:

| | Employee Contribution |
|-------------------|------------------------------|
| One-Party | \$25.00/month |
| Two-Party: | \$50.00/month |
| Family: | \$100.00/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.

- B. With respect to any part-time covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan one of the following reduced percentages of the amount that a full-time employee would receive under Section A of this Article 13 (based on applicable residency and coverage tier), 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 payment at all) |
| .5 - .74 FTE: | 50% of the applicable FTE amount |
| .75 FTE - .9 FTE: | 75% of the applicable FTE amount |

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 (B) shall also apply to any full-time employee whose position is changed to part-time status on the list of allocated positions after MOU ratification, or who transfers to such a position after MOU ratification; 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.

EXCEPTION: Notwithstanding the foregoing, any Boating Safety Officer employee shall only be entitled to COUNTY Cafeteria Plan contributions under this Article 13 during those seasonal months in which he or she actually performs boating safety work for the COUNTY.

ARTICLE 14. 401(a) PLAN.

- A.** Any covered employee hired on or after May 1, 2001, shall not be eligible to earn or receive the retirement service benefit provided by Article 16, 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 May 1, 2001, 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 16.
- 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 15 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 15. RETIREMENT SERVICE (Applicable only to certain employees who retired or were on the COUNTY payroll prior to May 1, 2001).

- A. Each retired employee who was on the COUNTY payroll prior to May 1, 2001, and was a covered employee at the time of retirement will be eligible for a flexible credit allowance under the COUNTY's Section 125 Cafeteria Plan (see Article 13), unless he or she has at any time prior to retirement opted to participate in the COUNTY's Section 401(a) Plan (See Article 14).
- 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 (50 years of age for employees enrolled in local safety 3% at 50 at the time of retirement).
- C. The amount of the flexible credit allowance shall be computed as follows:
- (1) If the employee retires after December 31, 2001, but before December 31, 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). 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 the amount of the "single" tier contribution. 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.

- (2) If the employee retires after January 1, 2012, 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 retires 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 (\$108.00 for 2011) 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.**

- D. The ASSOCIATION represents all retirees with respect to all matters set forth in this Article 15 and is primarily responsible for communicating with retirees and addressing any questions they may have regarding this Article.

ARTICLE 16. LONG TERM DISABILITY INSURANCE (Note: Terminated December 31, 1999, as described more fully below.)

This Article 16 terminated at midnight on December 31, 1999, in exchange for the salary increase provided and discussed in Section E of Article 6.

ARTICLE 17. FITNESS FOR DUTY; PHYSICAL EXAMINATION

All Sheriff's Department new hires, as a precondition of employment, shall receive one or more examinations by COUNTY designated physicians to determine their fitness for duty (i.e., their capacity to safely perform the work of their position) as required by Section 1031(f) of the Government Code. In addition, the Sheriff may require any covered employee to submit to examinations by COUNTY designated physicians to evaluate the employee's fitness for duty: (1) whenever circumstances reasonably indicate that the employee may be unfit for duty; and (2) before or after an employee is allowed to return to work following any extended absence due to injury, illness, or a medical condition of the employee (note: for purposes of this provision, calling in sick for three days or less shall not constitute an "extended absence"). (See *also* Section 1032 of the current Mono County Sheriff's Department Policies and Procedures, entitled "Fitness For Duty," which is incorporated herein by this reference.)

Furthermore, an annual physical checkup shall be provided to all covered employees by the COUNTY. The COUNTY has the discretion to select the doctor who will give the physical examinations. To the extent that such an annual physical check-up is available through the covered employees' medical insurance for free or at a reduced cost, that check-up shall be deemed to satisfy this provision and the COUNTY's only obligation shall be to pay or reimburse the employee for any portion of the check-up cost not covered by insurance.

ARTICLE 18. COURT TIME

Should a covered employee make a court appearance pursuant to lawful Subpoena for the purpose of testifying to facts, acts or events that occurred in the course and scope of his employment with the Mono County Sheriff's Office, and should his court appearance not commence and terminate entirely within his regular shift or extended shift, such employee shall be entitled to credit for overtime as follows:

1. When that portion of the court appearance that falls outside his regular or extended shift has a duration of less than four (4) hours, that employee shall receive credit for four (4) hours overtime;
2. When that portion of the court appearance that falls outside his regular or extended shift has a duration of four (4) or more hours, that employee shall be

entitled to credit for overtime equal to the actual time in court outside the regular or extended shift.

Should a covered employee receive notice not to appear for a scheduled court appearance anytime after the end of employee's last previous work shift and before leaving to attend such court session, the employee will receive \$100.00 in compensation.

ARTICLE 19. CALL-IN

“Call-in” is defined as when an employee who is not scheduled to work is called in to work by the Sheriff's office. Should a covered employee be called into duty at the time other than his regular assigned shift, that employee shall receive credit for overtime at the following rates:

1. Should the duration of the duty be four (4) hours or less, the employee shall receive credit for four (4) hours of overtime;
2. Should the duration of duty exceed four (4) hours, the employee shall receive credit for overtime equal to the actual time of duty.

ARTICLE 20. OVERTIME PAY

All time actually worked in excess of an employee's regularly scheduled shift and including such overtime credit as is provided for in other articles, shall be credited or paid at a rate of pay equivalent to one and one-half (1-1/2) times the employee's regular rate of pay. 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 shift shall NOT be counted as hours actually worked for purposes of determining whether overtime pay is owed.

Such overtime shall be paid, or compensatory time credited, as of the following pay day, should such overtime be submitted to the Sheriff, Undersheriff or designee on or before the 20th of that month. All overtime submitted after that date shall be paid, or compensatory time credited, as of the pay day subsequent to the following pay day.

The covered employee may elect payment or compensatory time off as compensation for overtime, subject to the following provisions:

1. As of the date of final MOU ratification, a covered employee may not accrue more than two hundred (200) hours of compensatory time off.
2. Any compensatory time off in excess of two hundred (200) hours accrued by an employee prior to the date of final MOU ratification shall not be paid-off by the COUNTY unless or until the affected employee so requests; but any overtime earned thereafter by such an employee shall only be paid and shall not be credited as compensatory time off unless and until the employee's total amount of accrued compensatory time off drops below two hundred (200) hours.

ARTICLE 21. UNIFORM ALLOWANCE/MAINTENANCE

The uniform allowance for each covered employee shall continue to be \$500 per fiscal year, payable no later than the 1st of August. Each new employee shall upon employment receive a \$500.00 uniform allowance. Should said new employee not complete twelve (12) months of service as a deputy sheriff of Mono County, the County may recover \$40.00 per month from the new employee for each month of service not completed up to the 12th month. This sum calculated in accordance with the provisions of this paragraph shall be deducted from said employee's final paycheck.

Each covered employee shall also continue to be entitled to receive an additional \$500.00 per year, said sum to be designated as uniform maintenance allowance. This maintenance allowance shall be paid in equal monthly installments.

ASSOCIATION understands that the compensation provided by this Article 21 is taxable and that COUNTY will withhold taxes from said amounts in accordance with applicable state and federal laws (notwithstanding any prior COUNTY practices). All insignia and equipment issued to employees shall be returned to Mono County Sheriff's Department in good condition, ordinary wear and tear excepted, prior to receipt of said employee's final paycheck. Any change or addition to the existing uniform which is ordered by the Sheriff's Department shall be at the County's expense. Compensation for uniforms will be included in the employee's normal payroll check and all checks will be direct deposit.

ARTICLE 22. UNIFORM/CLOTHING

All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination as to whether the clothing is replaced or repaired shall be made by the Sheriff or Undersheriff.

ARTICLE 23. EQUIPMENT

The COUNTY agrees to provide employees with the following equipment, and thereafter replace (with comparable item) or repair such equipment when deemed necessary by the department:

1. parka
2. foul weather boots
3. cold weather gloves
4. snow goggles
5. body armor
6. sunglasses
7. gun
8. holster
9. handcuff case
10. whistle
11. Sam Browne belt

- 12. baton and holder
- 13. handcuffs
- 14. flashlight
- 15. flashlight batteries
- 16. flashlight bulbs
- 17. ammunition
- 18. raincoat
- 19. magazine(s)
- 20. jumpsuit(s), in the discretion of the Sheriff

ARTICLE 24. VACATION

- A. In accordance with the Mono County Code, covered employees shall accrue vacation benefits as follows:**

Initial Employment.....80 hours vacation per year
After 3 years service.....120 hours vacation per year
After 10 years service.....136 hours vacation per year
After 15 years service.....152 hours vacation per year
After 20 years service.....160 hours vacation per year

- B. Notwithstanding anything to the contrary, the maximum number of vacation hours 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 hour accumulation as provided in Mono County Code Section 2.68.110(B), as may be amended or superseded.**
- C. If a covered employee's total accumulated vacation hours exceeds two and one-half times their annual vacation hour accumulation on December 31, then their vacation accrual will cease effective January 1, until the covered employee's accumulation of vacation hours falls at or below two and one-half times their annual accrual (hereinafter "the accumulation cap"). Once the covered employee's accumulation of vacation hours falls at or below the accumulation cap, then their accrual of vacation hours 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. Notwithstanding the foregoing, if a covered employee has made every reasonable effort to use their vacation time throughout the year so as to avoid the aforementioned accumulation cap but nevertheless is not allowed by sheriff's department management to do so because of unexpected manpower needs or safety-related requirements, then the covered employee may request to be compensated by the COUNTY for more than 40 hours of time in a calendar year in order bring his or her total accumulated vacation time at or below the cap as of December 31st.**

ARTICLE 25. SICK LEAVE

- A. Every covered employee shall accrue 8 hours of sick leave with pay for each full calendar month of full-time service, cumulative to a maximum of nine hundred sixty (960) hours.**
- B. All sick leave accumulated by such employee prior to the enactment of the ordinance codified in Chapter 2.68.100 of the County Code shall be carried forward and become a part of any accumulation therein contemplated.**
- C. Any such employee compelled to be absent on account of injury or illness arising out of and occurring in the course of his County employment may elect during such absence to apply accrued sick leave on a prorated basis to such absence and receive compensation therefore in the amount equal to the difference between the compensation received by him under the Worker's Compensation Act and his regular County pay, not to exceed the amount of his accrued sick leave. In like manner, he may elect to use his accrued vacation time and accrued time off for overtime after his sick leave is exhausted. (See Labor Code Section 4850 for law enforcement officers, etc.)**
- D. After five (5) or more years of continuous service, any employee who retires, resigns, dies or is laid off by County action, shall be paid for three-fourths (3/4) of any accumulated sick leave at his regular straight time rate of pay, subject to a maximum of nine hundred sixty (960) hours, said payment to be made to the employee or his designated beneficiary.**
- E. After ten (10) or more years of continuous service, any employee who retires, resigns, dies or is laid off by County action, shall be paid one hundred percent (100%) of any accumulated sick leave at his regular straight time rate of pay, subject to a maximum of nine hundred sixty (960) hours, said payment to be made to the employee or his designated beneficiary.**

ARTICLE 26. JURY DUTY

The Sheriff shall make every attempt to schedule the regular duty of any employee to coincide with the time said employee may be required to serve on jury duty. Should rescheduling not be possible, any time spend by the employee on jury duty which is over eight (8) hours in any twenty-four (24) hour period shall be overtime.

ARTICLE 27. EDUCATIONAL INCENTIVE PAY

Covered employees shall be additionally compensated by the amount shown in items A, B, and C if they meet the listed requirements:

- A. Five percent (5%) for possession of an Intermediate POST Certificate;**

- B. Twelve and a half percent (12.5%), in lieu of the compensation provided by subsection A, for possession of an Advanced or Supervisory POST Certificate;**
- C. Two and a half percent (2.5%) for possession of a bachelor's degree or higher educational degree (note: the amount of compensation does not increase or otherwise vary based on possession of multiple qualifying degrees);**
- D. With respect to Boating Safety Officers and Sheriff's Safety Officers, two and a half percent (2.5%) for possession of an associate's degree (AA/AS), and an additional two and a half percent (2.5%) for possession a bachelor's degree or higher educational degree (i.e., a maximum of 5% possible additional compensation).**

Notwithstanding the foregoing, the maximum total additional compensation that may be received by an employee pursuant to this Article is twelve and a half percent (12.5%) of his or her base salary. For purposes of this Article, "base salary" means the range and step at which the employee is paid.

ARTICLE 28. EDUCATIONAL INCENTIVE PROGRAM

- A. Covered employees who wish to enroll in a job-related or promotion-oriented courses shall be reimbursed by the County for allowable expenses related to the courses in an amount not to exceed \$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 at or by correspondence from an accredited institution if comparable courses are not offered in local schools or if the work assignment of the individual is such that it does not permit regular classroom attendance. A local school is a school within a fifty (50) mile radius of Bridgeport, California.**
 - (2) Employees will not be granted time off from their regular work schedule to attend such courses.**
 - (3) Approval for the educational assistance program shall be at the written discretion of the employee's Department Head. Such approval shall be obtained by the employee prior to enrollment. A copy of the written approval shall be filed by the Department Head with the Auditor's office.**
 - (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 (with department head approval) of**

appropriate receipts and proof of completion of the course and a minimum grade of "C" or its equivalent.

ARTICLE 29. HAZARD PAY

All employees assigned to any extra duties deemed hazardous by the Sheriff or his designee shall receive an additional twenty-five dollar (\$25.00) per month.

All employees assigned to the Search and Rescue Team shall receive an additional twenty-five dollars (\$25.00) per month.

ARTICLE 30. BILINGUAL PAY

COUNTY shall provide two hundred dollars (\$200) per month additional compensation for those covered employees who are fluent in Spanish or such other non-English language as the COUNTY may determine it needs and who pass the same standardized testing for bilingual fluency that the COUNTY requires miscellaneous employees (e.g., employees in social services and public health) to pass in order to receive bilingual pay. Compensation for a given employee shall be paid prospectively as of the date eligibility has been determined by the COUNTY.

ARTICLE 31. FIELD TRAINING OFFICER PAY

The COUNTY will provide a five percent (5%) increase to the hourly rate (of base salary – i.e. the range and step at which the employee is paid.) of a covered employee who is acting as a Field Training Officer (FTO), which shall apply only to the hours during which such training actually occurs.

ARTICLE 32. SERGEANT PAY FOR OFF-DUTY CALLS.

A two-hour minimum shall be paid at the overtime rate to a sergeant who is unexpectedly called at home, while otherwise off duty, by COUNTY dispatch or any on-duty County employee regarding COUNTY business that requires his or her immediate attention as a sergeant. If the sergeant is called more than once during the initial two-hour period, any work performed during that initial period shall be considered to be within the initial period and no additional compensation shall be owed. Any calls that have been prearranged or requested in advance shall not be eligible for compensation under this Article. COUNTY may develop and implement such reasonable procedures and forms as it deems necessary to document and validate the occurrence of off-duty calls for which overtime pay may be owing under this Article.

ARTICLE 33. LATERAL HIRE INCENTIVES.

Notwithstanding any contrary provision of the Mono County Code, where the COUNTY's recruitment process shows a prospective employee to have exceptional qualifications and experiences with another law-enforcement agency (a lateral hire), the Sheriff may in his sole discretion approve hiring such person at step "B" or "C" of a particular salary classification and, with concurrence of the COUNTY Administrator or Board of

Supervisors, the Sheriff may approve hiring such person at step “D” or “E” of a particular salary classification. For any such employee hired within twenty-four (24) months prior to the date of final MOU ratification, the Sheriff may in his sole discretion prospectively change the current step of said employee to “B” or “C” and, with concurrence of the COUNTY Administrator or Board of Supervisors, the Sheriff may approve prospectively changing the current step of said employee to “D” or “E.” Any such changes shall be made (if at all) within sixty (60) days of the date of final MOU ratification. Note: any change in an existing employee’s step shall be prospective only and shall not result in a retroactive salary increase.

ARTICLE 34. ASSOCIATION RELEASE TIME

The Association President and/or his designated representative shall have reasonable time off for out of County association related matter, with the approval of Sheriff’s management based upon reasonable coverage criteria, said time off to be limited to one hundred twenty (120) hours. The President or representative shall give management two (2) weeks notice prior to taking time off. The time off shall be the total allowed for both the President and his designated representative. Each are not entitled to one-hundred twenty (120) hours.

ARTICLE 35. TAKE-HOME VEHICLES, PATROL BEATS, AND RELATED ISSUES

- A. To facilitate and enhance Department operations, the Sheriff shall determine in his sole discretion whether and when to permit a given deputy to take a marked patrol vehicle home to his/her residence for the purpose of emergency response, call outs and normal patrol functions. In no event shall covered employees who are not deputies be permitted to take vehicles home. As noted above, taking a vehicle home is intended to serve the Department’s operational purposes only and not as an employee benefit. The Sheriff reserves the right for any reason and in his sole discretion to rescind any given deputy’s prior authorization to take home a patrol vehicle.
- B. The geographical locations of the five (5) beat areas are as follows:
- Beat 1 - Walker/Coleville:** Stateline 395 to the Sonora Junction, reside within Walker to stateline.
- Beat 2 - Bridgeport:** Bridgeport Valley, not north of Lobdell Lake or south of Bodie Road. Bodie is in Bridgeport area.
- Beat 3 - June Lake/Lee Vining:** Top of Conway Summit to Crestview Maintenance Station. Need at least one (1) deputy to reside within the June Lake Loop, but not all three (3) deputies. Choice of location in which to reside will be initially based on seniority.
- Beat 4 - Long Valley:** Crestview Maintenance Station south to south county line on Sherwin Grade, including Wheeler Ridge.

Beat 5 - Benton/Chalfant: California state line to County line on Highway 6, west to Gas Pipe on Highway 120 E and Casa Diablo Road on Benton Crossing Road.

- C. Out-of-Beat Meals. Clarification: regardless of any past practice, the COUNTY does not provide reimbursement, per diem, or any other form or compensation for meals occurring when a deputy works in an area of the COUNTY different than his or her regular beat assignment.**

ARTICLE 36. MISCELLANEOUS

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding of agreements by the parties regarding the matters set forth herein, whether formal or informal, regarding any such matter, are hereby superseded or terminated in their entirety.

ASSOCIATION agrees to the COUNTY's proposed new and/or revised sections of the personnel rules, in the form mutually agreed upon by ASSOCIATION and COUNTY prior to entry into this MOU. Those revised sections of the Mono County Personnel System are attached herewith as Attachment A. 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-Milias-Brown Act. ASSOCIATION agrees that once the COUNTY has duly adopted any such new and/or revised personnel rules, such rules shall apply to all employees covered by this MOU.

[INTENTIONALLY BLANK]

ARTICLE 37. HOLD HARMLESS; NON-SEVERABILITY

- A. ASSOCIATION understands that its ability to legally represent and bargain on behalf of its active and retired employees with respect to the matters contained in this MOU is a fundamental basis and material consideration for COUNTY's entry into this MOU.**
- B. Accordingly, ASSOCIATION agrees that in the event COUNTY is ever sued by an active or retired employee on the basis of the ASSOCIATION's alleged inability to legally represent or bargain on behalf of that person with respect to any matter contained in this MOU, then ASSOCIATION will hold the COUNTY harmless from such allegations and reimburse 50% of the COUNTY's costs of defending that suit (including but not limited to attorney's fees and court costs) and paying any judgment or settlement thereof.**
- C. Furthermore, the parties hereby state their intention that no provision of this MOU be severable from any other provision inasmuch as every provision is partial consideration for the other provisions. Accordingly, in the event a court ever declares any provision of this MOU to be void or unenforceable, the parties hereby state that they would not have entered into the MOU without that void or unenforceable provision. In the event of such a court declaration, the parties agree to meet and confer immediately regarding the terms of a replacement MOU.**

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Memorandum of Understanding with the intent that it be effective for the period herein specified.

**LARRY K. JOHNSTON, CHAIRMAN
Mono County Board of Supervisors**

**SETH CLARK, PRESIDENT
Mono County Sheriff's Officers' Association**

APPROVED AS TO FORM:

APPROVED AS TO FORM:

**MARSHALL RUDOLPH
COUNTY COUNSEL**

**MICHAEL MCGILL
ASSOCIATION NEGOTIATOR**

**MONO COUNTY
PERSONNEL SYSTEM
DSA**

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010 Short Title

These Personnel Rules, Policies & Procedures shall be known as the “Mono County Personnel System.”

020 Application

The provisions of the Mono County Personnel System apply to all Mono County Sheriff’s Officers’ Association (aka the DDeputy Sheriff’s Association) employees unless a specific policy and/or procedure indicates otherwise. Exceptions to the application of this chapter are as follows:

A. If a provision of this chapter is in conflict with a provision of an applicable collective bargaining agreement negotiated between the County and a recognized employee organization, to the extent of such conflict, the provision of the bargaining agreement shall be controlling unless the provision in this chapter has been negotiated more recently.

B. Should a conflict exist between the provisions of this chapter and any state or federal law, the provisions of such state or federal law shall prevail.

030 No Contract Created

No provision in this chapter creates a contract of employment, expressed or implied, or any rights in the nature of a contract.

040 Right to Amend, Delete or Suspend

Any provision of this chapter may be amended by adding to, deleting or changing the provision, by action of the Board of Supervisors. Any provision may be suspended by action of the Board of Supervisors. The County will not take any action to amend, delete, or suspend a provision of this chapter without first meeting and conferring with the majority representatives of affected bargaining units.

The County Administrative Officer (CAO) may issue administrative policies and procedures in addition to the rules set forth in this chapter that are not inconsistent with or conflict with the provisions of this chapter or any collective bargaining agreement. This chapter may be amended by the Board of Supervisors to add any policy or procedure so issued.

050 Definitions

The following terms as used in this chapter shall, unless the context indicates otherwise, have the respective meanings set forth in this section:

1. Administrative Leave. Special leave which may be approved by the County Administrative Officer, or the Board of Supervisors, which temporarily relieves an employee from being present at work. This leave shall be granted to achieve a legitimate business purpose of the County. This leave shall be granted for a specified period of time.
2. Allocation. The official assignment of the position(s) to a designated class.

3. Anniversary date. The date recurring yearly upon an employee's most recent permanent appointment, including reclassifications, promotions and demotions.
4. Applicant. A person who has timely submitted all the required documentation for an examination.
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 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.
17. Department Head. The head of an established office or department including elected officers who head such an office or department. Unless specifically excluded all Department Heads have appointing authority.
18. Discharge. Separation from employment as a disciplinary measure or for failure to maintain requirements of minimum qualifications.
19. Discipline. Oral reprimand, written reprimand, suspension without pay, demotion, or dismissal of an employee.
20. Dismissal. Termination of a permanent full-time or permanent part-time employee for cause.
21. Domestic Partner. A person who is in a committed relationship with a County employee and has established a domestic partnership pursuant to California Family Code Section 297, and as that section may be amended from time to time.
22. Eligible List. Any of the lists of names of persons who have been found qualified through suitable examination for employment in a specific class or position in the competitive civil service arranged in rank order.
23. Emergency. An unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.
24. Emergency Employee. A person meeting the minimum qualifications for the job who is employed without going through the recruitment and selection process because of an emergency. Emergency employees serve at-will for a maximum of 30 consecutive working days and do not receive benefits unless required by law.
25. Employee. Any person holding a position of employment with the County which has been duly established by ordinance or resolution of the Board of Supervisors. This includes appointed Department Heads and appointed officers. It excludes elected Department Heads and elected officials.
26. Full-Time Employee. Shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal to those of a full workweek or work period as described hereinafter.
27. Hard to Fill. A determination made by the CAO when no qualified applications have been filed for an advertised vacancy in a classification for a period of at least six continuous months and when the business needs of a Department require the immediate filling of a vacant position.
28. Hiring Date. The date an employee is first hired by the County and the initial anniversary date. If an employee separates from continuous County employment a new hiring date shall be established

if the employee returns to County service unless the first hiring date is required to be maintained pursuant to state, federal, or County leave laws.

29. Human Resources Director. The position serving at the will and pleasure of the County Administrative Officer which has day-to-day responsibility for the management and administration of the County personnel system, job classification plan, compensation system, position control, and labor relations. The authority of this position is dependent upon the level of delegation granted by the County Administrative Officer.
30. Job Classification. A position or group of positions having the same title, class specification, minimum qualifications, and salary or salary range.
31. Layoff. Separation of an employee from employment because of lack of available work, lack of available funds, or reorganization.
32. Limited Term. Shall mean an appointment of an employee who only works for a fixed or limited duration. Where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. A limited-term employee may also be used to fill a regular position when the incumbent employee is on an approved leave of absence.
33. Limited Term Employee. An employee meeting the minimum qualification for the job and serving for a specified period of time with a definite beginning date and definite ending date. A person may not have a limited term appointment simultaneously with any other type of appointment. A limited term appointment may not be held for more than nine (9) months in any consecutive 12 month period. A person holding a Limited Term Appointment will be eligible to receive County of Mono benefits, except employees employed less than 1000 hours will not be eligible to receive PERS retirement or healthcare benefits. At the discretion of the County of Mono, a person having successfully completed a limited term appointment period will be eligible for re-appointment within the limitations described above.
34. Local Agency Personnel Standards (or "LAPS"). A personnel system and rules applicable to certain County employees (typically Social Services and Child Support Services) pursuant to State law and regulations generally set forth in 2 CCR Sections 17010 et seq., and as those rules may be amended from time to time.
35. Permanent Employee. Shall mean a person who is not on probation and is employed in a regular position. Can be permanent full-time, permanent part-time or limited-term position.
36. Permanent Position. Any employment within the County, comprised of a defined set of duties and responsibilities, duly authorized by the Board of Supervisors, and which requires the full-time or part-time employment of one person.
37. Permanent Status. The status of an employee who is retained in a permanent position after the successful completion of a probationary period.
38. Personnel Appeals Board. A panel consisting of three members appointed from a pool to hear disciplinary appeals and grievances, as described more fully in Section 540.

39. Probationary Period. Final phase of the examination period, lasting 12 months, during which an employee is required to demonstrate competency in the knowledge, skills, abilities, and character necessary to successfully perform the duties and responsibilities of a position. Periods of absence that are more than 20 working days long shall toll the probationary period for the number of days equal to the absence, and the County is entitled to ascertain if the employee can perform the full range of duties upon return from an extended leave of absence.
40. Probationary Status. The status of an employee who has been appointed to a permanent position but who has not completed the probationary period for that position.
41. Probationer. An employee who has probationary status.
42. Promotion. An employee is promoted when he/she moves from one classification to another classification with a higher salary and higher level of duties and responsibilities after successfully completing the examination process or by direct appointment.
43. Reassignment. Assignment of an employee without examination, from one position within a department to another position in the same department in the same class and at the same pay range.
44. Reclassification. A reallocation of a position to a different or a new classification because of a significant change over time in duties and/or responsibility.
45. Reduction in Lieu of Layoff. The voluntary reduction of an employee who has permanent status in a position for reasons related to lack of funds, lack of work, or reorganization.
46. Reemployment. The employment without examination of permanent employees separated from employment due to layoff.
47. Reinstatement List. An eligible list of names of persons, arranged in the order as provided by this Article, who have occupied permanent positions and who have been separated from their employment as a result of layoff and who are entitled to have their names certified to appointing authorities under the provisions of this Article.
48. Resignation. A resignation is a voluntary termination of employment initiated by the employee.
49. Retired Annuitant. An employee hired on a limited-term basis who has retired from public employment, is receiving PERS or reciprocal retirement benefits, and who is qualified and able to perform the duties of a position within a classification that has been approved by the Board of Supervisors to be filled by retired annuitants.
50. Salary reallocation. Movement of a job classification from one salary range or rate to another salary range or rate by virtue of labor market analysis or readjustment of internal pay alignments. Such action must be approved by the Board of Supervisors. An employee shall not be moved to a lower pay step if the salary reallocation is from one salary range to another salary range.
51. Seasonal Employee. An employee hired to work only part of the year to conduct seasonal work. This employee may only be employed during specified periods of the year for 960 hours or less. A

seasonal employee is at-will, must complete the recruitment and selection process, and receives no benefits unless required by law. Designated classifications that otherwise meet this definition may be classified instead as permanent part-time employees, and seasonal employment positions may be filled by retired annuitants if so designated by the Board of Supervisors.

52. Seniority. Total length of the most recent continuous employment with the County.
53. Separation. The cessation of a person's employment from County service, including but not limited to resignation, medical separation, retirement, conclusion of appointment, removal, and discharge.
54. Shall and May. "Shall" is mandatory and "may" refers to a permissive action that the County, or its designated agent or employee, is authorized, but is not required, to take.
55. Suspension. An involuntary absence from work without pay for disciplinary reasons.
56. Temporary Employee. An employee hired part-time or full-time on a temporary basis that does not attain the status of a probationary or permanent employee and can be removed at any time without cause or right to appeal. Temporary employees are at-will, must complete the recruitment and selection process, and receive no benefits unless required by law. A temporary employee shall not work more than 125 days if employed on a per diem basis. If not employed on per diem basis, said employees shall not work more than 960 hours in a fiscal year or work full time for 6 months.
57. Transfer. A reassignment of an employee who meets the minimum qualifications from one department to another department either in the same classification or another classification at the same salary level or to a different classification in the same department with the same salary level.
58. Y-Rate. When an employee is placed in a job classification for non-disciplinary reasons (i.e. voluntary demotion, demotion in lieu of layoff, downward reclassification of position, etc.) with a lower rate and their current basic rate of pay exceeds the basic rate of the maximum step (E-Step) of the new job classification, the employee's rate of pay shall be frozen until such time that maximum step of the new job classification becomes equal to or greater than the employee's frozen pay rate. When that event occurs, the employee shall be placed on the maximum step of the new job classification and further pay adjustments shall occur as warranted. During the Y-Rate period an employee shall only receive a pay adjustment if they become eligible for a longevity pay adjustment if the employee is eligible for longevity pay pursuant to the employee's applicable collective bargaining agreement.

060 Classification and Reclassification

A. Classification Plan. A classification plan will be established for all County positions. The plan will consist of classifications as defined and described in the official class specifications as adopted by the Board of Supervisors.

B. Allocation of Positions. All positions in the County service will be allocated to an appropriate classification in the classification plan pursuant to an analysis performed by the Human Resource Director and approval by the Board of Supervisors.

C. Class Specification. A written description, known as a class specification, will be prepared for each job classification. Class specifications are descriptive and not restrictive. Each class specification shall include the following:

1. A general definition of the job classification;
2. Any specific factors which distinguish the job classification from similar job classifications;
3. The general placement of the job classification in the County organizational structure;
4. The essential functions of the job to be performed;
5. The essential duties and responsibilities of the job to be performed;
6. The knowledge, skill and ability requirements to successfully perform the job;
7. Any general or specific educational and/or experience requirements or preferences;
8. Any licensing and certification requirements;
9. The working conditions and physical and mental requirements of the job;
10. The classification specification shall also indicate the date on which it was prepared, a bargaining unit designation, FLSA status, and an EEO reporting category;
11. Any other information deemed necessary or desirable by the Human Resources Director.

D. Reclassification. A position may be reclassified after completion of a classification study. A position may be reclassified to a higher class, a lower class or another class at the same level.

1. A Department Head may request a reclassification.
2. Reclassification requests from the Department Head must be made in writing to the Human Resources Director during the budget process. At the discretion of the Human Resources Director, in consultation with the County Administrative Officer, a specific time period may be set aside for reclassification requests during any Fiscal Year.
3. Incumbents in a position being considered for reclassification shall be allowed to provide statements and evidence as may affect the reclassification of the position.
4. Incumbents of reclassified positions may be moved to the level of the reclassification if the position is reclassified to a higher level in a class series and the incumbent has performed the duties and responsibilities of the higher level classification and met minimum qualifications of the higher level, as determined by the Human Resources Director, in his or her sole discretion. In some instances, the reclassification study will result in the allocation of a new position or classification that may require a new recruitment, as determined by the Human Resources Director, in consultation with the CAO. The employee's anniversary date and step will not change. The Human Resources Director's decision may be appealed by the Department Head to the County Administrative Officer within ten (10) calendar days after the decision has been made in writing to the appropriate parties. The County Administrative Officer's decision shall be final.

070 Salary Plan

The Board of Supervisors will establish a salary plan for all classifications.

080 Salary Upon Hire

New employees shall be placed on the salary range for their classification at step "A." New employees may be placed above step "A" under the following circumstances:

- A. When the results of examinations conducted by or provided to the County as part of its recruitment process show a prospective employee or employee-examinee to possess exceptional qualifications, the Board of Supervisors may grant the appointing authority the power to hire such person at any salary step of a particular salary classification.
- B. Whenever there are no applications filed for an advertised vacancy in a classification during a period of at least six continuous months, and when the business needs of a Department require the immediate filling of a vacant position, the County Administrative Officer may, in his or her sole discretion, and subject to approval by the Board of Supervisors, determine that the classification is temporarily "hard-to-fill" and, on that basis, authorize the vacancy to be advertised and filled at any step, up to and including step E of that classification.
 1. Said determination may be made with respect to classification vacancies within a particular department. (e.g. if the classification is only "hard-to-fill" in certain departments.)
 2. The "hard-to-fill" determination shall remain in effect until the County Administrative Officer declares otherwise.
 3. In the event the determination is made and the "hard-to-fill" vacancy is filled at any step above step "A," then all existing employees in the same classification (only in the affected department in the event that the hard-to-fill determination has been so limited) shall receive one or more step increases, effective on the date the vacancy is filled (i.e., when the employment of the new employee commences), equal to the number of steps beyond step "A" at which the new employee has started.
 4. In the event that more than one vacancy exists or multiple vacancies occur during the period of time that the position is deemed "hard-to-fill" the total number of step increases by existing employees shall not exceed the greatest number of steps beyond step "A," at which any new employee is started. For example, if a new employee in a "hard to fill classification started at Step "C" (which is two steps beyond step "A"), then an existing employee at step "A" would move to step "C", and an existing employee at step "D" would move to step "E", and an existing employee at Step "E" will simply remain at that step. If a subsequent new employee started at step "D" (three steps beyond step "A"), then existing employees would only move one additional step (not exceeding step "E") in recognition of already having moved two steps previously when the first new employee started at step "C."
 5. If further vacancies are then filled while the classification remains "hard-to fill," there would be no additional step increases to existing employees. In other words, existing employees may receive no more than three step increases as a result of vacancies being filled in a "hard to fill" classification.

6. Step increases under this subdivision (B) shall not affect or change otherwise effective dates for step increases as set forth in any other subdivision of this policy.

090 Salary Step Advancement

After six months of satisfactory service a new, probationary employee who started at Step A, or a current employee promoted to a new position at Step A, is eligible to receive a step advancement to Step B. An employee receiving such a step increase will have their anniversary date changed to the date upon which the employee receives this step increase. All permanent County employees at any step other than Step "A," (excepting Department Heads, at-will employees, and elected officials) will become eligible to advance one step after a satisfactory service period of one year on the employee's anniversary date. Step increases shall not be automatic, but shall only be given upon affirmative recommendation of the Department Head following the completion of a performance evaluation where the performance is rated as satisfactory or better. Step increases may also be suspended by action of, or pursuant to the direction of, the Board of Supervisors.

- A. If an employee is hired after the 15th of the month, the first day of the month subsequent to the month in which the employee is hired becomes the employee's anniversary date.
- B. If an employee is hired on or before the 15th of the month, the first day of that month in which an employee is hired becomes the employee's anniversary date.

100 Salary on Promotion

An employee who is promoted to a different classification shall be placed on the lowest step of the new salary range that results in a salary raise of not less than a 5% increase above the employee's current salary. The employee shall have a new anniversary date that is the effective date of the promotion.

110 Salary on Reclassification

A permanent employee who is reclassified will retain their present anniversary date and shall receive the salary set forth below:

- A. If the position is reclassified to a class with the same salary range as an employee's current job class, the salary and anniversary date of the employee shall not change.
- B. If the position is reclassified to a class with a higher salary level than an employee's current job class, the employee shall be placed on the lowest step of the new salary range that results in a salary raise of not less than a 5% increase above the employee's current salary. The employee shall have a new anniversary date that is the effective date of the promotion.
- C. If the position is reclassified to a class which is allocated to a lower salary range, the salary and step of the employee will not change. The employee will retain their current salary rate until such time as the new salary rate is equal to or higher than his or her prior salary. When this event occurs, the employee's salary shall be adjusted to the new rate and further salary increases will occur normally.

120 Salary Upon Demotion

An employee who is demoted will be placed within the salary range for the class into which he/she is demoted. The salary may be set at the step which is lower and closest to the salary rate which the employee was receiving before a demotion, unless it is determined by the Human Resources Director that the demotion warrants a different step placement. The employee shall have a new anniversary date that is the effective date of the demotion.

130 Salary Upon Transfer

Any employee transferred from one County department to another in the same class will remain at the same pay step with the same anniversary date.

140 Salary Placement for Emergency, Seasonal, Limited Term, and Temporary Employees

Emergency, Seasonal, Limited Term, Retired Annuitants, and Temporary employees are at-will and shall not work more than 125 days if employed on a per diem basis. If not employed on per diem basis, said employees shall not work more than 960 hours in a fiscal year or work full time for 6 months. Emergency, seasonal, limited term and temporary employees shall be paid at a rate as determined by the County.

150 Recruitment

- A. Declaring a Vacancy. A Department Head will notify the Human Resources Director when a vacancy occurs or is anticipated. The Human Resources Director will review the official County Position Allocation List and verify that a vacancy does exist.
- B. Determining How Vacancy is Filled. The Department Head will communicate with the Human Resources Director and the Human Resources Director, after consulting with the Department Head and with the approval of the County Administrative Officer, will then determine if the vacancy will be filled through an interdepartmental transfer, from an existing eligibility list, an intra department promotion, or through an in-house or open recruitment. If there is an existing eligibility list for the vacant position, the vacancy may be filled from the list unless it includes less than five names. In the event an open recruitment is done, and interviews will be conducted, the County shall include in the group of candidates to be interviewed any qualified County employees who file timely and complete applications for the position, provided they have not been subject to any final disciplinary action within the prior twelve months.
- C. Announcement. If it is determined that an open recruitment should be done, the Human Resources Director will direct the preparation of the job announcement in consultation with the Department Head. Each announcement will state the duties and salary range of the class; the method of evaluating the education, experience and personal qualifications of

the applicants; the place and date to file an application; the selection procedures; and such additional information as may be appropriate in the opinion of the Human Resources Director. The announcement will also state where the principal office for the position is and a statement that the County may change principal office if necessary to meet County business needs.

- D. Posting of Announcement. The Human Resources Director will post a job announcement at appropriate County facilities, including County websites, so that it is accessible to County employees, employee organizations, and the public. If deemed appropriate, the Human Resources Director will advertise in newspapers circulated throughout all areas of the County, prepare a campaign of advertisement outside the County, as determined by the Human Resources Director, and send the announcement to other appropriate governmental agencies.
- E. Application. Unless otherwise announced, all applications for employment must be made upon a County employment application form. Each application must be signed by the applicant and certified that all statements contained therein are true and correct. The original application must be filed as indicated in the job announcement. All applications, resumes and documents pertinent to an application for employment become the property of the County. Final determination as to the qualifications for a position rests with the Department Head and the Human Resources Director.
1. All applications must be filed within the time specified in the job announcement, unless the time for filing is extended by the Department Head with the approval of the Human Resources Director.
 2. A separate and complete application is necessary for each new recruitment unless a previous application is on file for a period less than one year.
 3. The recruitment may be for a specific time period or may be, upon the recommendation of the Department Head and Human Resources Director, a continuous or open recruitment until filled by a qualified applicant.
- F. Disqualification of Applicants: The Human Resources Director, in consultation with the Department Head, may refuse to accept an application, refuse to examine an applicant, or otherwise consider any person ineligible for employment who:
1. Lacks any of the minimum qualifications established for the position for which the applicant applies;
 2. Is physically or mentally unable to perform the duties of the position and, if the applicant is disabled, cannot be reasonably accommodated or would present a direct and imminent threat as defined under federal and state law.
 3. Is a current user of illegal drugs;
 4. Has been convicted of a misdemeanor which is job related, a crime of moral turpitude, or of any felony;

5. Has been dismissed from any position for any cause which would be cause for dismissal from County service;
6. Has attempted to practice any deception or fraud in the selection procedure or in securing eligibility;
7. Has used or attempted to use political influence or other methods in order to gain advantage in an examination, application or employment;
8. Failed to reply within a reasonable time to any communication concerning an applicant's availability for employment, as determined by the Human Resources Director.
9. Has made himself or herself unavailable for employment by requesting his/her name be withheld from placement on a certified eligibility list;
10. Is a relative by blood or marriage to a County Officer or appointed Department Head of the department in which employment is sought, or would be a direct supervisor of, or subject to the direct supervision of, a relative by blood or marriage, unless such employment is authorized by a four-fifths vote of the Board of Supervisors; or
11. For any material cause which in the judgment of the Human Resources Director, in consultation with the Department Head, will render the applicant unsuitable for the position, including but not limited to information obtained during a background and/or reference check, a prior resignation or termination from employment, failure during any probationary period, failure to pass the background check for a similar position in the County, or prior disciplinary action.

160 Examination Process

- A. The Human Resources Director will conduct an examination process whenever he or she determines that it is necessary. A Department Head will be consulted in advance as to the nature of the examination. The examination will be competitive, impartial, practical in character, and fairly test the relative ability of the persons examined to discharge the duties and responsibilities of the classification for which the examination is given. Only applicants who meet the minimum qualifications for the position as established in the job announcement or class specification (and who is not otherwise disqualified) may be advanced in the examination process.
- B. The examination process may include, but is not limited to, one or more of the following:
 1. An appraisal of qualifications presented in the application materials. A quantifiable rating may be assigned to distinguish those candidates who are most qualified to be advanced further in the process or to establish a ranking of candidates if no further examination process is conducted;
 2. A written examination specifically related to the job functions of the class for which the examination is being conducted;

3. A field test and/or performance test;
 4. An Oral Examination Board. If an oral examination board is used, the board must have at least two members who are subject matter experts in the area examined, as determined by the Department Head or Human Resources Director in their sole discretion;
 5. Additional Oral Interviews. The most qualified candidate(s) may be asked to participate in additional oral interviews following the other steps of the examination process.
- C. Reasonable Accommodation and Testing. Should an otherwise qualified applicant for a position who is disabled within the definition of State or federal law request reasonable accommodation for any part of the examination process, the Human Resources Director shall modify the examination process for that particular applicant.
- D. Background Investigation. Candidates for County employment may be subject to appropriate investigation including but not limited to:
1. Employment history investigation including references;
 2. Personal and character investigation including credit history;
 3. Fingerprinting;
 4. Search of record of convictions and for some classifications search of record of arrest(s);
 5. Post-employment offer physical or psychological test including a drug and alcohol screen test for designated job classifications for which such testing is necessary;
 6. Verification of education or license if required for the job; and
 7. Post-employment offer proof of citizenship or legal right to work in the United States.
- E. Eligibility List. The names of candidates successfully passing an examination in the opinion of the Human Resources Director may be entered on an eligibility list for the vacant position.
- F. Duration of Eligibility List. An eligibility list resulting from the examination process may be in effect for 12 months from the date it is established and may be extended or abolished in the discretion of the Human Resources Director. The names of candidates may be removed from the eligibility list for the following reasons:
1. For any cause of disqualification as set forth above in section 150.F.
 2. Any evidence that the candidate cannot be located by the postal authorities.

3. On receipt of a statement from the candidate declining an appointment or stating that the candidate no longer desires consideration for a position for a position for which the list was established.
 4. After refusal of two offers of appointment to the class for which the eligibility list was established.
 5. Failure to respond within a specified time after an offer of employment without suitable explanation.
- G. Alternate Eligibility List. If a department other than the department with the vacancy has established a qualified eligibility list, the Department Head seeking to fill a vacancy in the same classification may select any candidate from the list established by the other department. Any further examination of the candidate will be at the discretion of the Department Head seeking to fill the vacancy.
- H. Eligibility List for Another Class of Same or Higher Rank. Where no eligibility list is in existence for a classification, appointment may be made from a list created for another class of the same or higher rank in the same or in a related series if the duties of the class for which the selection procedure was given includes substantially all of the duties of the position to be filled and provided that the Department Head finds that the use of the list is in the best interest of the County and that the necessary skills and knowledge were adequately tested in the selection procedure.

170 Selection Process and Appointments

- A. Selection of job candidates. The Department Head may select any candidate whose name appears on the eligibility list. Prior to appointment, the Department Head shall interview selected candidates of their own choosing from the eligibility list unless the Department Head participated in interviews during the examination process.
- B. Veterans' Preference. If two or more candidates are equally qualified for a position, the appointing authority will select the candidate who is a veteran pursuant to Government Code section 50088.
- C. County Employee Preference. If two or more candidates are equally qualified for a position, the appointing authority will select the candidate who is a current County employee.
- D. Order of Lists. If more than one eligibility list exists for a vacant position, the appointing authority shall use them in the following order:
1. Reemployment List following layoff.
 2. Current Eligibility List for vacancy.
 3. Alternate Eligibility List.
 4. Eligibility List for another classification of the same or higher job classification.
- E. Appointment Procedure. Appointments will be made in writing. The Human Resources Director or his or her designee shall notify the candidate of the decision to appoint and provide other pertinent information.

F. Types of Appointment.

1. At-Will Appointment. Appointment of an employee to a position identified in the County list of job classifications as an At-Will position. These include all employees designated as emergency, seasonal or temporary employees. Such employees serve at the pleasure of the appointing authority and may be removed at any time without cause and without right of appeal.
2. Permanent Appointment. An employee appointed to a position that has successfully completed and passed the probationary period. Permanent appointments may either be made to full-time or part-time positions.
3. Probationary Appointments. An employee who has been appointed to a position who has not completed the probationary period required for permanent appointment.
4. Emergency Appointment. In an emergency or exigent situation, when it is necessary to prevent disruption of public business, loss of life, or damage to persons or property, the County Administrative Officer may employ such persons as may be needed for the duration of the emergency without regard to the personnel rules governing appointments and medical examinations. An emergency employee may be employed for up to 30 days. Employees in this category are at-will and receive no benefits except by law.
5. Limited Term Appointment. An appointment for a specified period of time with a definite beginning date and definite ending date. A person may not have a limited term appointment simultaneously with any other type of appointment. A limited term appointment may not be held for more than 9 (nine) months in any consecutive 12 (twelve) month period. A person holding a Limited Term Appointment will be eligible to receive County of Mono benefits except people employed less than 6 months or 960 hours shall not receive PERS retirement or healthcare benefits. At the discretion of the County of Mono, a person having successfully completed a limited term appointment period will be eligible for re-appointment as a limited term within the limitations described above. Employees in this category are at-will. The County shall not use limited-term appointments to replace permanent full-time employees.
6. Seasonal Appointment. An individual may be employed on a recurrent basis for specified periods of the fiscal year for 960 hours or less. The seasonal employee must go through the recruitment and interview process; however, if an eligibility list is established and kept current, it may be used for more than one year. Student Internships are included in this category. Unless otherwise specified by a collective bargaining agreement with the County, employees in this category are at-will and receive no benefits except by law.
7. Temporary Appointment. An individual employed on a temporary basis for no

more than 960 hours a fiscal year. Temporary employees are sometimes referred to “extra help.” A temporary employee must complete the selection process. Such employees are at-will and receive no benefits except as required by law.

8. Retired Annuitant. An employee hired on a limited-term basis who has retired from public employment, is receiving PERS retirement benefits, and who is qualified and able to perform the duties of a position within a classification that has been approved by the Board of Supervisors to be filled by retired annuitants. A retired annuitant may be a temporary, seasonal, or emergency appointment. Such employees are at-will and receive no benefits except as required by law. Such employees may not be employed for more than 960 hours during any fiscal year.
- G. Report of Hiring Decisions. All hiring decisions for positions in the County service, whether permanent, at-will, emergency, seasonal, or temporary, will be reported promptly to the Human Resources Director by the appointing authority.
- H. Notification to Unsuccessful Candidates. After the appointing authority has selected the successful candidate the Human Resources Director shall notify the eligible candidates not selected of their non-selection to the position. Those candidates not selected will remain on the eligibility list for that job classification or position.
- I. Appointment of Department Head. All appointments of non-elected Department Heads shall be made by the County Administrative Officer (CAO) unless state law gives appointment authority to the Board of Supervisors. Appointment of such Department Heads must be made or ratified by the Board of Supervisors.

180 Probation

- A. Purpose. Every person appointed to a permanent position after certification from an eligible list shall serve a period of probation, while occupying the position, which shall be considered a part of the test of fitness. The probationary period is the final phase of the examination process. It is a trial period during which an employee is required to demonstrate competency in the knowledge, skills, abilities, and character necessary to successfully perform the job and become a permanent employee. Some positions may also require, as a condition of passing probation, possession of required certificates and/or licenses. This period will be utilized for closely observing the employee’s work to determine the employee’s fitness and/or suitability for the job and permanent status. Periods of extended absence shall not count towards employee’s completion of probation. In situations of extended absence, the Probation period may be tolled or extended so that the County has sufficient time to observe that the probationary employee can perform the full range of duties. There shall be no other extensions of the probationary period granted.
- B. Probationary Period. Upon initial appointment, employees serve a probationary period of 12 months commencing on the first date of employment. This period may be tolled if the employee has an extended approved leave of absence, but in no event may the probationary period exceed a total of 12 months of actual employment.
- C. Probation Upon Promotion. A permanent employee who is promoted to a new position serves a probationary period if probation is made a condition of the promotion by the

Department Head. The employee continues to have the right to use any accrued leave. The probation period may be up to three (3) months at the discretion of the appointing Department Head. This period may be tolled if the employee has an approved leave of absence of more than ten consecutive work days.

- D. Promotion During Probation. An employee may be promoted during the probationary period under one of the following two conditions:
1. The employee has satisfactorily completed at least the first six months of the initial probationary period and the employee's individual classification has been duly allocated and defined as a series-allocation where the employee may be promoted within the allocation at the appointing authority's discretion without filling or creating a vacancy (e.g., Appraiser I/II/III, Custodian II/III).
 2. The employee's position has been reclassified and the employee has been working out of class. The employee may be promoted to the reclassified position regardless of how many months of the initial probationary period have been completed.

A promotion pursuant to this section shall not change the probationary status of the employee, nor affect the duration of the initial probationary period (he or she shall serve the remaining time of the initial probationary period).

- E. Application For Vacant Positions While in Probationary Status. A probationary employee shall have the right to apply for a vacant position as an outside candidate when there is an open recruitment. If the probationary employee is selected, he or she begins a new twelve month probationary period and will be placed at the same step in that position's salary range as would a new employee. Appointment to the new position does not change the probationary employee's date of hire and will not be considered as a break in service for purposes of determining County benefits, or right to utilize sick and vacation time. Eligibility for promotion to Step B will occur after six months of employment in the new position.
- F. Evaluation During Probationary Period. A probationary employee shall be evaluated as frequently as necessary to determine that the employee is properly performing the duties and responsibilities of the position. There will be no less than four evaluations of the performance of the employee during the probationary period to be conducted on or before the end of each three-month period. Evaluations during the initial six months are to be completed at least five working days prior to the completion of each successive three-month working period. If an employee has not performed satisfactorily during any three-month period, the employee will be terminated. A final evaluation shall be completed prior to the end of the final month of probationary status and an employee who has not performed satisfactorily will be terminated. Any failure to conduct a performance evaluation described herein does not confer any right to acquire permanent status, and all probationary employees are subject to paragraph G, below.

- G. Release During Initial Probation. At any time during the probationary period an employee may be released from employment without cause and without right of appeal. No employee may be released from employment for any unlawful reason.
- H. Reinstatement From Probation in Promoted Position. If a permanent employee is found to be unsatisfactory following a promotion, the employee will be reinstated to the employee's former position and, if the position has been filled, will "bump" the employee who filled it. If the bumped employee who filled it transferred from another County position, then they shall return to their former position and, if that position has been filled, then they will "bump" the employee who filled it, and so on. If the last employee who has been bumped has no former County position to return to and has not yet passed probation, then they shall be separated from County service. If the employee's former County position has been eliminated or permanently filled, the County will make a good faith effort to place the employee in an appropriate position at the same pay range as the former position if such a position has been allocated, is not presently filled, and for which the employee is qualified.
- I. Benefits During Probationary Period. A newly-hired probationary employee earns all the benefits due a permanent employee but cannot use vacation leave during the first six months of the initial probationary period. Benefits with cash value (such as uniform allowance, etc.) may require a prorated reimbursement by the employee if the employee separates from County service during the first six month period.
- J. Permanent or Regular Appointment. An employee who successfully completes the initial probationary period will acquire permanent status. Permanent status may also be referred to as regular status and those terms are interchangeable.

190 Transfers

- A. Voluntary Transfer. A permanent employee may initiate a request to transfer to another position in the same or lower classification for which the employee is qualified in the opinion of the Human Resources Director by submitting a request to transfer to the Human Resources Department. With the approval of the Department Head for whom the employee now works, the Department Head for whom the employee wishes to work, and the Human Resources Director, the employee may be transferred to the new position when the first vacancy becomes available, subject to the approval of the CAO. An employee transferring in to a new department may be required by the new Department Head to be placed on probation for a period to be determined by the Department Head not to exceed twelve months.

200 Performance Evaluation/Step Increase

- A. Purpose.

All employees, regardless of their specific status, shall be provided with a regular performance evaluation. The purpose of employee performance evaluations is as follows:

1. To identify and document how an employee is performing for supervisors, managers and the employee being evaluated.

2. To establish a basis for consideration in approving transfers, promotions, demotions, reinstatements, discharges, eligibility for performance pay, and other personnel transactions.
 3. To assist individual employees in achieving maximum work performance by discussing and establishing performance goals and work objectives and reviewing progress towards achieving them.
- B. Performance Evaluation Report. Evaluation of the work performance of an employee will be recorded in a written performance evaluation to be placed in the employee's personnel file. The report will be done on the form developed by Human Resources.
- C. Step Increase. An employee must have at least satisfactory performance as indicated in their performance evaluation report to receive a Step Increase. Performance evaluations for employees eligible for a Step Increase are to include the supervisor's or manager's recommendation regarding the increase.
- D. Timelines of Evaluations.
1. Permanent employees and at-will employees, whether part-time or full-time, shall be evaluated on a systematic basis at least once per year. Emergency, seasonal, temporary, and retired annuitant employees shall be evaluated at the end of each six months or the end of their service whichever is first.
 2. During probationary employment, the Department Head or immediate supervisor is required to evaluate the performance of a probationary employee as frequently as necessary to ascertain whether the employee is properly performing the required responsibilities and duties. There shall be no less than four such evaluations within the probationary period. Each evaluation shall be completed at least five (5) working days prior to the completion of each successive three-month period commencing with the first day of employment.
- E. Evaluation Conference. The Department Head or designated supervisor, and the employee will discuss each performance evaluation. Each employee shall receive a written copy of the evaluation at the time it is reviewed with the employee. The employee must sign the evaluation form to acknowledge receipt of the evaluation report. If the employee refuses to sign the evaluation form, the supervisor performing the evaluation or Department Head shall enter a notation on the evaluation that states "refused to sign."
- F. Employee's Response. The employee will be allowed to make a brief written statement (limited to three typed pages) addressing specific concerns raised in the evaluation, which must be submitted within ten (10) business days of the date of the employee's receipt of the evaluation. The employee's response should be submitted to Department Head with a copy to the Human Resources Department.
- G. Placement in Personnel File. A copy of the performance evaluation, the employee's written statement, and all amplifying documents and records will be made a permanent part of the employee's personnel record.

- H. Improvement Plan. If the Department Head or immediate supervisor determines that an employee's performance is unsatisfactory, or that improvement is needed, the Department Head shall take reasonable steps to assist the employee to improve. These directions may be set forth in a written performance improvement plan ("PIP"). Failure by the employee to show satisfactory effort and improvement, or to comply with any requirements set forth in a written performance improvement plan, will be considered grounds for disciplinary action, up to and including termination.

210 Hours of Work and Holidays

A. Work Hours. Generally County employees work a five-day, forty-hour work week. Alternative work week schedules may be allowed and approved when necessary for department business and when approved by the CAO. Each Department Head or designee shall prepare a work schedule that complies with the following general policies:

1. County offices shall be open from 8:00 a.m. to 5:00 pm, unless as otherwise determined by the Department Head, with the approval of the CAO.
2. Two fifteen (15) minute breaks shall be offered to all employees such that one may be taken in the morning and one in the afternoon. Breaks may not be accumulated and may not be taken in the first fifteen (15) minutes of the work day or the last fifteen (15) minutes of the work day. Breaks may not be added to the lunch hour.
3. Lunch breaks shall be normally for a period of one hour, and may be staggered in time so that offices can remain open during the lunch hour. Lunch may not be taken during the first two hours or the last two hours of the work day. A Department Head may establish an alternate department policy subject to CAO approval.
4. A Department Head may authorize in advance, on an individual basis, a temporary change in the normal work schedule when necessary to meet business requirements.

B. Holidays. The following are established as County Holidays. The Board of Supervisors may add, eliminate, or modify the holidays designated below by resolution or holidays may be adjusted pursuant to a collective bargaining agreement.

1. January 1st, known as "New Year's Day." If New Year's Day falls on a Saturday, the preceding Friday, December 31st, will be the New Year's Day holiday;
2. The third Monday in January, known as "Martin Luther King Day;"
3. The third Monday in February, known as "Presidents' Day;"
4. March 31st, known as "Cesar Chavez Day;"
5. The last Monday in May, known as "Memorial Day;"
6. July 4th;
7. The first Monday in September, known as "Labor Day;"
8. The second Monday in October, known as "Columbus Day;"
9. November 11, known as "Veterans' Day;"
10. The Thursday in November appointed as Thanksgiving Day and the Friday following Thanksgiving Day;

11. The 24th Day of December, known as “Christmas Eve Day.” If the 25th Day of December falls on a Saturday, the Christmas Eve Day holiday will occur on the preceding Thursday, December 23rd;
12. The 25th Day of December, known as “Christmas Day.” If the 25th day of December falls on a Saturday, the Christmas Day Holiday will occur on the preceding Friday, December 24th. If the 25th day of December falls on a Sunday, the Christmas Day Holiday will occur on the following Monday, December 26th;
13. The 31st Day of December, known as “New Year’s Eve Day.” If January 1st falls on a Saturday, the New Year’s Eve Day holiday will occur on the preceding Thursday, December 30th;
14. Every day appointed by the President or Governor for a public fast, Day of Thanksgiving, or holiday when such day applies to California Counties.

C. When Holidays Fall on a Weekend. If January 1st, July 4th, or November 11th falls upon a Sunday, the Monday following is a holiday. If said holidays fall on a Saturday, the Friday preceding is a holiday. If March 31st falls on a weekend, there is no paid holiday.

D. Personal Holidays. Every employee shall be entitled to two personal holidays per calendar year, unless a different amount has been set forth in a collective bargaining agreement. The appointing authority may require the employee to provide five (5) working days notice in advance of the use of a personal holiday.

220 Overtime

Except as provided in an applicable memorandum of understanding, or by the State or Federal Government, the rules regarding overtime are set forth below.

- A. Authorization for Overtime. As a matter of general policy, the County does not permit employees to work overtime and will provide adequate staff to handle normal operations. However, non-exempt employees may be required to work overtime at the discretion of, and with the prior approval of, their supervisor.
- B. Overtime Defined. Overtime for non-exempt employees is defined as hours assigned to be worked and actually worked (except for authorized rest periods) in excess of forty (40) hours in the employee’s designated seven (7) day workweek. (A different work period and maximum hours may apply to specific safety classifications.) Compensatory time used during the workweek will not be included as hours worked.
- C. Discipline If Not Authorized. Non-exempt employees working overtime when not expressly authorized to do so by their supervisor will be paid as required by law and shall be subject to discipline. Supervisors’ improperly authorizing overtime to non-exempt employees will be subject to discipline.
- D. Compensation. Overtime assigned and worked by non-exempt employees shall be compensated at time and one-half (1-1/2) their regular rate of pay or as required by federal wage and hour laws.
- E. Recordkeeping. Records of all overtime earned and accrued shall be kept by each department and submitted to the Department of Finance.

230 Compensatory Time

Unless otherwise precluded by a Memorandum of Understanding , an employee may request Compensatory Time at the time his/her time sheet is submitted for the pay period when the overtime was earned, and the supervisor may in his/her discretion approve compensation in the form of accrued compensatory time at time and one-half (1-1/2). An employee may not accrue more than eighty (80) hours compensatory time at any time, unless a Memorandum of Understanding between the County and a bargaining unit provides for a different accrual rate.

Use of compensatory time-off earned may be granted provided that: 1) its use does not unduly disrupt the operations of the County; and 2) the request is made to the employee's Department Head or designee no later than five days prior to the time when the employee desires to use the leave.

Overtime will be compensated in pay after 80 hours of CTO have accumulated, unless otherwise provided for in a written Memorandum of Understanding.

240 Payroll Periods

Mono County has twelve payroll periods per year. Each pay period begins on the first day of the month and ends on the last day of the month. Specified departments may have a different pay period in order to efficiently process the payroll. From each employee's check, federal tax, and any other mandatory federal deduction, state tax, employee's association dues, and retirement contributions are deducted. Court ordered deductions and voluntary deductions approved by the County and the employee may also be deducted. Checks may be either hand delivered to the employee, mailed to employee's home or directly deposited to employee's bank, as directed by the employee.

250 Attendance Records and Reports

Each Department Head, or designated representative, will keep an accurate and current record of the attendance, absence, and status of each employee within the department, including records which reflect the amount of sick leave, vacation time, overtime worked, and compensatory time off accrued and allowed, and such other records as may be related to the attendance and status of the employee.

- A. The Department Head will report to the Director of Finance, on forms provided by the Director of Finance, on the twentieth calendar day of each month, as to the daily attendance during the preceding month of each such employee within the department, listing all the absences of each such employee and other information necessary to determine compensation due to each employee.
- B. The Director of Finance will maintain a record for each employee to determine compensation due to each such officer or employee.
- C. The Human Resources Director, or his or her designee, will maintain a record of time used pursuant to leave taken pursuant to Sections 280-310 and Section 340.

260 Vacation

- A. Accrual. Unless provided otherwise in an applicable Memorandum of Understanding, or pursuant to an “At-Will” contract or agreement, eligible employees and appointed officers, including permanent and probationary employees, and excluding emergency, seasonal, and temporary employees, shall be entitled to accrue vacation leave with pay for each year of full-time service as follows:

Initial employment . . . 10 days vacation per year
After three years of continuous service . . . 15 days vacation per year.
After ten years of continuous service 17 days vacation per year.
After fifteen years of continuous service . . . 19 days vacation per year.
After twenty years of continuous service. . . 20 days vacation per year.

- B. Part-Time Accrual. A permanent part-time employee accrues vacation with pay in the same proportion that his/her working hours bear to the normal working hours of full-time employees in the position.
- C. Maximum Accrual. The maximum number of vacation days that may be accrued by any employee shall not exceed two and a half times the employee’s annual accrual rate. When the employee reaches the maximum accrual at the end of a calendar year, he/she shall cease earning vacation until such time that he/she has a maximum accrual less than two and a half times his/her earning rate.
- D. Payment on Separation. Any employee who earns vacation will be compensated for all accrued vacation upon separation from County employment.
- E. Limitation on Initial Use. Each eligible officer or employee earns vacation upon the first day of employment, but vacation may not be taken until the officer or employee has been continuously employed by the County for six (6) months, or as provided in an “At-Will” employment agreement.
- F. Vacation Leave Use. Vacation leave may not be taken without written request to the Department Head and notification from the Department Head that the request has been approved in advance of the vacation leave. Vacation should be scheduled as far in advance as reasonably possible.

270 Sick Leave

- A. Definition. Sick leave is leave from duty with pay which may be granted to an employee when an employee is physically or mentally unable to perform his or her duties due to the employee’s illness, injury, or medical condition, or because of illness or injury to a family member, or domestic partner, or for a medical, dental or optical appointment to the extent such appointment cannot be scheduled outside the workday.
- B. Eligible Employees. All permanent employees except emergency, seasonal or temporary employees are entitled to accrue sick leave. Permanent employees employed on a part-time basis shall receive prorated sick leave.

- C. Sick Leave Accrual. Unless an applicable collective bargaining agreement provides otherwise, eligible employees will accrue sick leave at the rate of one day of sick leave for each calendar month of full-time service to the County. Permanent part-time employees accrue sick leave on a prorated basis.
- D. Sick Leave Use. Unless an applicable collective bargaining agreement provides otherwise, sick leave up to five (5) consecutive working days may be granted by an employee's Department Head. An employee taking an anticipated sick leave shall provide reasonable advance notice to their Department Head or designee. The Department Head or Risk Manager may require a physician's certificate or other relevant evidence of illness or injury. Sick leave will be used concurrently with other medical leaves of absence. If sick leave extends beyond 5 days, or is taken on a regular intermittent basis, the Department Head will immediately notify the Risk Manager.
- E. Call In Requirement. Employees who are sick and unable to come to work must call in to their supervisor or designee within one hour of the time they are required to report to duty each day of the absence. If the employee is unable to call in due to the serious nature of the illness or injury, they are required to call in, or have someone make such notification on their behalf, as soon as that notification can be reasonably made.
- F. Employee Sick Leave Used for a Family. Sick leave may be used due to the illness or injury of a child, spouse, parent, or domestic partner. The Department Head may require a physician's certificate or other evidence of illness or injury. In addition to this provision leave to care for a sick or injured family member may also be provided pursuant to Section 280, and may run concurrent with leave granted under FMLA and CFRA.
- G. Sick Leave Use During Probation. Employees may use accrued sick leave during the probationary period. Without any accrued leave a probationary employee required to be absent from work due to illness or injury will take Leave Without Pay (LWOP).
- H. Sick Leave Usage for Industrial Accidents. Any employee absent due to injury or an illness arising out of and occurring in the course of County employment may elect during such absence to apply accrued sick leave to such absence and receive compensation therefore in the amount equal to the difference between the compensation received by the employee under the Workers' Compensation Act and regular County pay, not to exceed the amount of accrued sick leave. The employee may elect to use any accrued vacation time and compensatory time after sick leave is exhausted. The rights of public safety officers are additionally protected by Labor Code Section 4850, incorporated herein by reference.
- I. Sick Leave Usage for State Disability Insurance Benefits. Any employee with an approved claim to receive State Disability Insurance Benefits shall use accrued sick leave during the employee's approved medical absence for which disability benefits are received in an amount necessary to backfill the amount of the disability benefits in order to receive full wages. The employee may elect to use any accrued vacation and compensatory time after sick leave is exhausted.
- J. Leave Usage for Paid Family Insurance Benefits. Any employee who has made a claim to receive Paid Family Insurance Benefits shall use accrued vacation during the absence of the employee for which insurance benefits are received to backfill the amount of the

benefits in order to receive full wages for as long as accrued vacation leave is available and eligibility to receive Paid Family Insurance Benefits continues. The employee may elect to use any accrued sick leave and compensatory time after vacation leave is exhausted.

- K. Excessive Sick Leave Usage or Abuse of Sick Leave. An employee who is excessively absent may be subject to disciplinary action. When determining if excessive or improper sick leave is being used, the pattern of absence and any other information concerning the use of the sick leave may be considered. An employee will be subject to disciplinary action for abuse of sick leave when the employee claims entitlement to sick leave yet it is determined that he/she has not met the requirements for sick leave usage as set forth in this section.

- L. Payout at Separation. Unless an applicable MOU indicates otherwise, employees who have completed five (5) years or more of continuous service and retired, resigned, terminated, died or are laid off will be paid one half of all accumulated sick leave at the straight time rate of pay to a maximum of 400 hours. If the employee has died payment will be made to the employee's designated beneficiary, or if none, to the employee's estate. Employees who have completed ten (10) years or more of continuous service and retired, resigned, terminated, died or are laid off will be paid 100% of all accumulated sick leave at the straight time rate of pay to a maximum of 896 hours.

- M. Leave Pool. In accordance with applicable collective bargaining agreements, the County may establish and administer a catastrophic leave pool program.

280 Family Medical Care Leave

- A. Statement of Policy - To the extent not already provided for under current leave policies and provisions, the County will provide Family and Medical Care Leave for eligible employees as required by, and pursuant to, state and federal law. Unless otherwise indicated, "leave" under this section will mean leave pursuant to the Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"). Any changes to said laws will be incorporated herein and effective upon enactment.

- B. Definitions - The following definitions apply to this policy.
 - 1. "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

 - 2. "Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child, legal ward, or a child of a person standing "in loco parentis."

 - 3. A child is "incapable of self care" if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living such as, caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public

transportation, paying bills, maintaining a residence, using telephones and directories, etc.

4. "Parent" means the biological, foster, or adoptive parent of an employee or an individual who stands or stood "in loco parentis" (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
5. "Spouse" means a husband or wife as defined or recognized under California State law for purposes of marriage.
6. "Domestic Partner" means a partner as defined in California Family Code §297.
7. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
 - a. Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, or
 - b. Continuing treatment by a health care provider for reasons of:
 - i) Any period of incapacity due to pregnancy or for prenatal care.
 - ii) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.
 - iii) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
 - iv) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.
8. "Health Care Provider" means:
 - a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
 - b) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition;
 - c) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California or any other State and performing within the scope of their practice as defined under State law;

- d) Physician's assistants, nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California or any other State law and who are performing within the scope of their practice as defined under State law; and
- e) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

C. Reasons for Family Medical Care Leave. Leave is only permitted for the following reasons.

- 1. The birth of a child or to care for a newborn of an employee;
- 2. The placement of a child with an employee in connection with the adoption or foster care of a child;
- 3. Leave to care for a child, parent, spouse or domestic partner who has a serious health condition; or
- 4. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
- 5. Leaves required under State or Federal law.

D. Employees Eligible for Leave - An employee is eligible for leave if the employee:

- 1. Has been employed for at least 12 months; and
- 2. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

E. Amount of Leave - Eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period.

- 1. Minimum Duration of Leave - If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions.
- 2. Leave Due to Serious Health Conditions. If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken.
- 3. Spouses Both Employed by County - In any case in which a husband and wife both employed by the County are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster

care of the employees' child (i.e., bonding leave). This limitation does not apply to any other type of leave under this policy.

F. Notice – County shall inform employee in writing of their FMLA eligibility status within five (5) business days of being informed or having reason to know about a FMLA event with a written explanation of the County’s expectations and requirements and of the consequences of the employee’s failure to adhere to the requirements.

G. Employee Benefits While on Leave

1. Employees are required to use accrued sick leave when the purpose of the leave taken under this section is because of the employee’s own serious health condition. Employees are required to use accrued vacation leave or other accrued leave when taking any leave pursuant to this section not because of the employee’s own serious health condition, except as otherwise provided herein. An employee may be allowed to use accrued sick leave during a period of leave in connection with the birth, adoption, or foster care of a child, or to care for a child, parent, or spouse with a serious health condition upon the mutual agreement, in writing, between the employee, Department Head, and CAO.
2. Following the use of paid leave balances, leave under this policy is unpaid. While on unpaid leave, employees will continue to be covered by the group health insurance (which includes dental and vision) to the same extent that coverage is provided while the employee is on paid status.
3. However, employees on unpaid leave will not continue to be covered under the non-health benefit plans, unless specified elsewhere. Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, the County will inform the employee whether the premiums should be paid to the carrier or to the County. Coverage on a particular plan may be dropped if the employee is more than 30 days late in making a premium payment. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave. For purposes of pension and retirement plans, the County will not make plan payments for an employee during the unpaid leave period, and the unpaid leave period shall not be required to be counted for time served under the plan. However, an employee may continue to make contributions in accordance with the terms of the plan during the period of leave.
4. If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the County shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. The County shall have the right to recover premiums through deduction from any sums due to the County (e.g. unpaid wages, vacation pay, etc.).

H. Substitution of Paid Accrued Leaves – Unless otherwise precluded by law, (e.g., 4850 time, when SDI or workers’ compensation benefits are being received) an employee must

use paid accrued leaves concurrently with FMLA and/or CFRA leave. Employees who are eligible to receive state disability insurance may receive paid state disability leave during FMLA or CFRA leaves of absence. See Section 270.I for use of sick leave and other leave when an employee is receiving State Disability Insurance Benefits.

I. Medical Certification –

1. Employees who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition, must provide written certification from the health care provider of the individual requiring care if requested by the County.
2. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position subject to the following requirements:
 - a. Time to Provide Medical Certification – When an employee's leave is foreseeable and a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to the County within the time frame requested by the County which must allow at least 15 calendar days after the employer's request, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.
 - b. Consequences For Failure To Provide An Adequate Or Timely Certification If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established by this policy, the County may delay the taking of FMLA/CFRA leave until the required certification is provided.
 - c. Recertification - If the County has reason to doubt the validity or clarity of a certification, the County may require a medical opinion of a second health care provider chosen and paid for by the County. If the second opinion is different from the first, the County may require the opinion of a third provider jointly approved by the County and the employee, but paid for by the County. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a recertification.
3. To receive compensation under state disability insurance, if the leave is requested because of the serious health condition of an employee's family member, the employee may be required to provide certification which includes the following:
 - a. A diagnosis and diagnostic code prescribed in the International Classification of Diseases, or, where no diagnostic has yet been obtained, a detailed statement of symptoms.

- b. The date, if known, on which the condition commenced.
 - c. The probable duration of the condition.
 - d. An estimate of the amount of time that the physician or practitioner believes the employee is needed to care for the child, parent, spouse, or domestic partner.
 - e. A statement that the serious health condition warrants the participation of the employee to provide care for his or her child, parent, spouse, or domestic partner.
- J. Intermittent Leave Or Leave On A Reduced Leave Schedule - If an employee requests leave intermittently (a few days or hours at a time) or a reduced leave schedule for reasons covered under the FMLA or CFRA, the employee must provide medical certification that such intermittent leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. Employee shall be informed that granted FMLA leave will be deducted from employees 12 week allowance.
- K. Employee Notice of Leave - Although the County recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. If the County determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the County may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.
- L. Reinstatement upon Return from Leave
- 1. Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the leave period.
 - 2. Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
- M. Fitness For Duty Certification - As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider indicating that the employee is able to resume the essential functions of his or her pre-leave position. A fitness-for-duty certification may be required if the employee has used leave pursuant to Section 270 when the leave was necessary because of the employee's illness, injury, or medical condition. Failure to

provide such certification will result in denial of reinstatement. The County reserves the right to have a returning employee examined by a County designated physician, or to have the County's designated physician consult with the employee's physician, concerning the employee's fitness for duty, unless some alternate provision is set forth in the employee's applicable collective bargaining agreement.

- N. Reinstatement of "Key Employees" - The County may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the County, and the employee is notified of the County's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur.
- O. Required Forms - Employees must request, complete and return each of the applicable forms in connection with leave under this policy as provided by the office of Risk Management.
- P. Visits to Doctor - Employees with chronic medical conditions are required to visit a doctor at least twice a year for that condition. For single absences requiring leave, the employee must be seen within seven days of the onset of the illness and if seen twice, the second visit must occur within 30 days of the onset of the illness.
- Q. Parental Leave/Adoption - Employees can use leave intermittently for a serious health condition of an adopted child. FMLA leave may also include time to travel to another country to complete an adoption or other necessary steps to complete the adoption.
- R. Notice/Call Ins - Employees are required to timely warn the County that they are planning to miss work and must follow the counties call in policy.
- S. Leave During Holidays - If a holiday falls within a full week of FMLA leave, the holiday counts as FMLA time, but if the leave is taken in increments of less than one week, the holiday will not count against the 12-week leave unless the employee was scheduled to work the holiday.

290 Leave of Absence Due to Death in Family

- A. When any employee or officer is absent from duty by reason of the death of his or her father, mother, step-father, step-mother, brother, sister, wife, husband, domestic partner, child, grandparent, grandchild, or the mother or father of the employee's or officer's spouse or domestic partner, he or she shall be entitled to be absent, with pay, for no more than five (5) working days per year total, regardless of the number of triggering events.
- B. Eligible Employees. All employees except emergency, seasonal and temporary employees, including retired annuitants, are entitled to this leave. Employees employed on a part-time basis are entitled to this leave on a pro rata basis.
- C. Documentation of Death. The County may require confirmation of death within thirty (30) days after the employee or officer returns to work.

300 Leave of Absence Due to Critical Illness in Family

- A. When any employee or officer is absent from duty by reason of the critical illness of his or her father, mother, step-father, step-mother, brother, sister, wife, husband, domestic partner, child, grandparent, grandchild, or the mother or father of the employee's or officer's spouse or domestic partner, he or she shall be entitled to be absent, with pay, for no more than five (5) working days per year total, regardless of the number of triggering events. For purposes of this provision, a "critical illness" means a "serious health condition" as defined in Section 280(B)(7) but excluding any normal pregnancy (one without medical complications).
- B. Eligible Employees. All permanent employees except emergency, seasonal and temporary Employees, including retired annuitants, are entitled to this leave. Employees employed on a part-time basis are entitled to this leave on a pro rata basis.
- C. Documentation of Critical Illness. The County may require confirmation of critical illness within thirty (30) days after the employee or officer returns to work.

310 Military Leave of Absence

All officers and employees are entitled to military leave of absence in accordance with the provisions of Federal and State law, including FMLA. Military leaves of absence will be reported by the Department Head to the Human Resources Director to insure that all statutory requirements are satisfied. Employees and family members of military personnel may take leave as provided under federal law.

320 Jury Duty Leave

- A. Every permanent or probationary employee of the County who is summoned or required to serve as a trial juror in any jurisdiction where the employee resides, or to serve on a federal grand jury, is entitled to be absent from the County during the period of service. The employee will be paid the employee's regular salary without charge against the employee's accumulated paid leaves, provided that the employee deposits fees received for jury service (excluding mileage) with the Director of Finance or his/her designee.
- B. An employee summoned for jury duty must immediately notify his or her Department Head. An employee must turn in copy of summons to Department Head within 3 days of receipt.
- C. Employees are required to notify their supervisor on a daily basis regarding jury duty hours, including jury duty release time. Upon release from jury duty prior to the end of the business day, the employee must promptly notify their supervisor. If an employee or officer is released from jury duty at a time that allows the employee to return to work with one hour or more remaining in the workday, the employee or officer must report to work.
- D. Where Courts have call-in procedures to determine days and hours of service, employees must take advantage of these procedures. If an employee is not told by the Court to report or told to call in the next day for jury service, the employee must come to work and make

the call from his/her assigned place of work, unless the employee receives prior approval from the Department Head to call from home.

330 Miscellaneous Leave

- A. An employee is entitled to take leave when the employee has been the victim of domestic violence, sexual assault or stalking in order to obtain any legal relief, seek medical attention, and to obtain related services and counseling. The employee shall provide their supervisor with reasonable advance notice of their intention to take time off, and may use accrued vacation, personal leave, sick leave, compensatory time off, or unpaid leave if no accrued leave is available. When an unscheduled absence occurs, the employee shall provide certification evidencing the fact that the employee was a victim of domestic violence, sexual assault, or stalking. To the extent allowed by law, the County shall maintain the confidentiality of any employee requesting and using leave pursuant to this section.
- B. An employee is entitled to be absent from work when the employee, or an immediate member of an employee's family, has been a victim of a crime and is required to attend judicial proceedings related to that crime. The employee shall provide their supervisor with reasonable advance notice of their intention to take time off, and may use accrued vacation, personal leave, sick leave, compensatory time off, or unpaid leave if no accrued leave is available. When an unscheduled absence occurs, the employee shall provide certification evidencing the fact that the employee, or an immediate member of the employee's family, was a victim of a crime and was required to attend a judicial proceeding related to that crime. To the extent allowed by law, the County shall maintain the confidentiality of any employee requesting and using leave pursuant to this section.
- C. When an employee acts as a volunteer firefighter for the protection of life or property during regular business hours, the employee shall be deemed to be on duty and there should be no loss of salary. The employee, when working as a volunteer, is not covered by Worker's Compensation with Mono County. An employee who is called to perform search and rescue services during regular business hours may act with the prior approval of the employee's Department Head, whose permission shall not be unreasonably withheld, and the employee shall be deemed to be on duty and there should be no loss of salary up to the first four hours of time spent responding during regular business hours (per incident); any additional time spent responding (beyond four hours during regular business hours) shall not be compensated, but an employee may use any accrued vacation leave or compensatory time off the employee may have for this purpose. The County shall also comply with Labor Code sections 230.3 and 230.4, to the extent applicable.
- D. An employee may take leave to attend a school or day care facility event pursuant to Labor Code Sections 230.7 and 230.8 if the employee provides reasonable advance notice to their supervisor. The employee shall be required to use accrued vacation, personal leave or compensatory time off when using this leave.

340 Pregnancy Disability Leave

- A. Any female employee will be entitled to take an unpaid leave on account of pregnancy,

child birth or related medical conditions for the period of disability up to four (4) months. The employee will be entitled to utilize any accrued sick leave, vacation time or other accrued paid leave during this period of time. An employee will not accrue additional vacation or sick leave during any unpaid portion of this leave. The County may, but is not required to, allow an employee to commence the use of CFRA leave prior to the birth of the child if the employee has used four months of pregnancy disability leave prior to the child's birth and the employee's health care provider determines that a continuation of the leave is medically necessary. Pregnancy Disability Leave shall run concurrent with FMLA leave.

- B. Any employee who plans to take a leave on account of pregnancy, child birth or related condition should submit in writing to her Department Head a statement of her intent to take leave, including a physician's statement indicating her last advisable or probable date to remain at work and a statement of her intended date to return to work. Notice must be given not less than thirty (30) days prior to the intended commencement date of the leave, if the leave is foreseeable. When the need for leave does not allow for thirty (30) days notice, notice should be given as soon as practicable.

350 Voting Leave

Employees whose work schedule prevents them from having sufficient time outside of working hours to vote at a statewide or countywide election, may take up to two (2) hours off with pay at the beginning or end of the workday, whichever allows the most free time for voting and the least time off from the employee's regular working shift, to enable the employee to vote. If the time off is required, the employee must provide the employee's Department Head with notice that time off for voting is necessary at least two (2) days prior to the election. The Department Head may require that the time off be taken only at the beginning or the end of the employee's shift/workday.

360 Administrative Leave With Pay

Administrative leave is leave with pay taken at the sole discretion of the County. Employees placed on administrative leave will be relieved of their regular duties during the period of leave. Employees placed on administrative leave will remain at their residence or elsewhere at the instruction of the Department Head, and remain accessible to communication and contact from the County, during their regular work hours, but shall perform no work or duties on behalf of the County. Employees placed on administrative leave will report to their Department Head daily or as otherwise instructed by their Department Head during the period of the leave. Administrative leave is not discipline and does not entitle the employee to any right of appeal. Employees on Administrative Leave shall accrue benefits, including sick and vacation time, during such leave, and may request to use accrued sick and vacation time in the manner provided for in this Chapter. The employee on paid administrative leave must comply with reasonable restrictions during the employee's normal working hours, shall not engage in activities that might result in injury to the employee, and shall promptly notify their supervisor of any change in their location during the employee's normal working hours. Administrative leave for a period of thirty (30) days or less must be approved by the CAO. Administrative Leave for any period in excess of thirty (30) days must be approved by the Board of Supervisors upon the recommendation of the CAO.

370 Administrative Leave Without Pay

- A. Eligibility. Other than emergency, temporary or seasonal employees, all employees or officers of the County who have been employed for one (1) year may be granted a leave of absence without pay upon the following conditions:
1. The employee or officer has submitted a request in writing to his or her appointing authority indicating clearly and concisely:
 - a. That the leave of absence is made voluntarily by the employee or officer;
 - b. That there is a date certain on which the leave will commence;
 - c. That there is a date certain on which the employee will return to work and failure of the officer or employee to return to work on that date constitutes cause for dismissal of said employee or said officer should the employee or officer not utilize the procedure for extension as set forth below;
 - d. That the reason for the requested leave of absence and all facts, events or occurrences that the employee or officer is relying upon to support the request are stated.
- B. When Granted. A leave of absence without pay may be granted only in the event that the facts, events and occurrences that support the request of the officer or employee establish one of the following:
1. There is an illness, injury or disability of the officer or employee, or a member of his/her immediate family and the officer or employee has exhausted all available leaves pursuant to CFRA and FMLA;
 2. The employee or officer is to receive some training, education or experience which will materially increase the ability of said officer or employee to perform his or her duties as a County employee;
 3. That the leave is requested for personal reasons acceptable to the Department Head and the CAO;
 4. That additional maternity or paternity leave, beyond that authorized by federal or state law, is requested by an officer or an employee.
- C. Authority. A leave of absence requested by an officer or an employee for a period not exceeding thirty (30) calendar days after the exhaustion of all other leaves may be approved by the employee's Department Head and granted by the CAO.
- D. Extension of Leaves. Should the officer or employee desire an extension of the leave of absence, said officer or employee must submit a request, in writing, to the CAO, whose approval is required pursuant to Subsection C of this section. The request will be considered by the CAO, whose approval is required, only in the event that:

1. The request is received by the County Administrative Officer (CAO) at least seven (7) working days prior to the date scheduled for termination of the leave.
 2. The request contains an address to which a note of approval or denial of the extension may be sent; and
 3. The request gives facts which support a determination by the CAO that the circumstances which caused the initial granting of the leave still exist.
- E. Leave Requests for Period in Excess of Thirty Days. A leave of absence requested by an officer or employee for a period in excess of thirty (30) calendar days shall be processed as follows:
1. The request shall be approved by the employee's Department Head and submitted to the CAO.
 2. Upon the approval of the CAO, the request shall be submitted to the Board of Supervisors for consideration at the next regularly scheduled Board meeting. The Board of Supervisors may approve the request, approve the request upon the imposition of conditions the Board deems appropriate, including but not limited to, a reduction in the period of time requested, or deny the request.
- F. Time Limitation. Leave without pay is not to exceed one (1) year.
- G. No Accrual of Other Leaves. Vacation, sick leave and other paid leaves will not be earned during unpaid leave of absence. Holidays with pay will not be given. Contributions to monthly premium costs for medical insurance will be suspended after one (1) calendar month. After one (1) month the employee must make arrangements to continue to pay his/her normal monthly premium costs for insurance under COBRA provisions or lose coverage.

380 Employee Standards of Conduct

- A. All County employees are expected to meet the following standards of conduct:
1. Maintain the highest standards of moral and ethical conduct;
 2. Being courteous, competent, and business like when dealing with all people;
 3. Beginning work on time and putting in a full day's work;
 4. Being dedicated to the County and the job, and always striving to improve both; and being dedicated to providing quality services in support of the health, safety, and welfare of the local economy while protecting the County's unique rural environment, natural resources, and honoring the public trust and the people being served;
 5. Working cooperatively with fellow employees, supervisors and other departments;
 6. Putting themselves in the other person's shoes;

7. Keeping physically and mentally healthy; and
 8. Working safely at all times.
- B. Failure to adhere to the standards of conduct can be grounds for disciplinary action pursuant to section 498 of these rules.

390 Discrimination Prohibited

No person employed by the County of Mono, or seeking employment with the County of Mono, shall be discriminated against in recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspect of personnel administration because of race, color, religion, national origin, ancestry, marital status, sex, age, physical or mental disability, sexual orientation, or political or religious opinions or affiliations. Any employee who believes he/she has been discriminated against should report it immediately to their supervisor, manager, any Department Head, or Human Resources Director. The County's internal complaint process described in section 410 of these rules is available to any employee who believes they have been discriminated against.

400 Retaliation Prohibited

An employee shall not be disciplined or discharged for reporting discriminatory conduct, regulatory violations or illegal activity, unsafe working conditions, or industrial injury, unless the conduct reported is found not to have occurred and there is malice in the reporting.

410 Anti-Harassment Policy

- A. Harassment Free Work Environment. The County is committed to providing a work environment free of discriminatory harassment.
- B. Harassment Will Not Be Tolerated. Discriminatory harassment violates this policy and will not be tolerated. Discriminatory harassment of an applicant, employee or person providing services pursuant to a contract, is harassment based on actual or perceived race, religious creed, color, sex, national origin, ancestry, disability, medical condition, marital status, age or sexual orientation. It is also improper to retaliate against any individual for making a complaint of discriminatory harassment, for participating in a harassment investigation, or for engaging in any other protected activity. Retaliation constitutes a violation of this policy.
- C. Policy Applies to All Personnel Matters. This Policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation. Employees who violate this Policy may be subject to disciplinary action up to and including termination. By definition, any form of discriminatory harassment, including sexual harassment, is not within the course and scope of an individual's employment with the County.

- D. Definition. Harassment can consist of virtually any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit, or even specifically directed at the victim. The conduct prohibited by this policy may include conduct that does not necessarily meet the strict legal definition of harassment as defined under Title VII of the Civil Rights Act of 1974, the California Fair Employment and Housing Act, or other federal and state statutes that prohibit harassment. In other words, an employee, manager, supervisor, or officer may be subject to discipline, up to and including termination, for engaging in, and/or aiding or abetting conduct prohibited by this policy that may not rise to the level of harassment as defined under state or federal law. Sexually harassing conduct can occur between people of the same or different genders.

Harassment includes, but is not limited to, the following misconduct:

1. Verbal. Inappropriate or offensive remarks, slurs, jokes or innuendoes based on actual or perceived sex, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age, or sexual orientation. This may include, but is not limited to, comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status, pregnancy or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation of a sexual nature; or sexist, patronizing or ridiculing statements that convey derogatory attitudes about a particular gender, race, color, national origin, religious creed, ancestry, disability, medical condition, or sexual orientation.
2. Physical. Inappropriate or offensive touching, assault, or physical interference with free movement when directed at an individual on the basis of actual or perceived sex, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age, or sexual orientation. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, massaging, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling, indecent exposure, or making any type of sexual gesture.
3. Visual or Written. The display or circulation of offensive or derogatory visual or written material related to sex, religious creed, national origin, color, ancestry, disability, medical condition, marital status, age or sexual orientation. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics or electronic media transmissions.
4. Environmental. A work environment that is permeated with sexually-oriented talk, innuendo, insults or abuse not relevant to the subject matter of the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements. An environment may be hostile if unwelcome sexual behavior is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his or her immediate surroundings. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's work.

- E. Romantic Relationships Discouraged. Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing.
- F. Prohibited Supervisory Or Managerial Behavior.
1. No supervisor, manager, or other authority figure may condition any employment, employee benefit or continued employment on an applicant's or employee's acquiescence to the behavior defined above.
 2. No supervisor, manager, or other authority figure may retaliate against any applicant, or employee, because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing conducted by an authorized investigator.
 3. No person shall destroy evidence relevant to an investigation of harassment.
- G. Behavior Prohibited By All Persons.
1. No supervisor, manager, or any other person in the County shall create a hostile or offensive work environment for any other person by engaging in any discriminatory harassment or by tolerating it on the part of any employee.
 2. No supervisor, manager, or any other person in the County shall assist any individual in doing any act which constitutes discriminatory harassment against any person.
 3. No supervisor, manager, or any other person in the County may retaliate against any employee because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by an authorized investigator.
- H. Obligations of Supervisors/Managers.
1. A copy of this policy will be provided to all employees of the County, and will be displayed and/or made available throughout the County.
 2. A copy of the information sheet on sexual harassment prepared by the Department of Fair Employment and Housing is available to all County employees upon request.
 3. The County will periodically notify employees of the procedures for registering a complaint as well as available redress. Such notification will occur through the normal channels of communication.
 4. The Human Resources Department will make available upon request information from the Department of Fair Employment and Housing and the Equal Employment Opportunity Commission about filing claims of harassment with these entities.

5. Employees of the County will receive periodic training on the policy.
- I. Need to Report Immediately. Employees who believe they have experienced or been subjected to any form of employment discrimination or harassment should report it immediately to their supervisor, manager, any Department Head, or the Human Resources Department.
- J. Obligations of all Employees.
1. Any employee who observes or witnesses comments, gestures, visual or auditory materials, or actions that are perceived as constituting any form of harassment should immediately communicate and discuss with the person who is performing the harassing behavior that such action/words are not welcome.
 2. Whether or not an employee has communicated directly with the harasser, all employees should immediately report any conduct that they believe violates the policy. This includes conduct they personally experience or directly observe, whether or not reported by the employee who is the object of the conduct. This also includes conduct that they have been told has occurred by the person allegedly harassed or a witness to alleged harassment. This also includes conduct by non-employees, such as sales representatives, independent contractors, service vendors, clients, or any member of the public, or conduct aimed at such contractors or any member of the public. An employee who observes/witnesses harassing or discriminatory conduct and fails to report such conduct may be subject to disciplinary action.
 3. Employees should immediately report the conduct to their supervisor, manager, any Department Head or the Human Resources Department. Under no circumstances will employees of the County, who believe they have been the victim of discrimination or harassment, be required to first report that harassment to a supervisor or other authority figure if that person or authority figure is the individual who has done the harassing. These employees should instead report the conduct to any manager, Department Head or the Human Resources Department.
 4. All employees must cooperate with any investigation of any alleged act of discriminatory harassment conducted by the County or its agents. Failure to cooperate with any such investigation may subject the employee to discipline, up to and including discharge.
- K. Responsibilities of Supervisors or Management.
1. Any supervisor or manager who receives a complaint or witnesses any conduct regarding discrimination or harassment must immediately report it to the Human Resources Department. If it is not possible to make an immediate report to the Human Resources Department, or if the complaint involves the Human Resources Director, then the complaint should be immediately reported to the CAO. Failure to report discrimination or harassment may result in disciplinary action.

2. No supervisor, manager, officer, or any other person in the County with management authority may retaliate against any employee because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by an authorized investigator.
3. All supervisors and managers are required to maintain confidentiality to the extent possible in communicating or investigating any claims of alleged discriminatory harassment.

420 Investigative and Corrective Action for Complaints of Discrimination and/or Discriminatory Harassment

- A. The Human Resources Department will authorize or conduct an investigation of the complaint of discrimination or discriminatory harassment. The investigation will be conducted in a manner that ensures, to the extent feasible, the privacy of the parties involved.
- B. The person designated to investigate shall immediately report in writing the findings of fact to the Human Resources Director. The Human Resources Director, in consultation with the CAO and County Counsel, will determine whether these rules have been violated and communicate the conclusion to the complainant.
- C. Disciplinary action shall be decided in accordance with County policy and after consultation with the Human Resources Director and County Counsel.
- D. If the complaint is against the Human Resources Manager, the investigation will be conducted or supervised by the CAO.

430 Anti-Violence in the Workplace Policy

- A. Policy. The County has a Zero Tolerance for workplace violence. The policy of the County is to prohibit acts or verbal and/or non-verbal threats of physical violence in the workplace, including intimidation, harassment, and/or coercion, by or to County employees, visitors, fellow employees or by relatives of fellow employees.
- B. Zero Tolerance Standard. The following sets forth examples of prohibited conduct:
 1. Violent conduct or threats of violence, implied, actual, direct, or indirect to any employee.
 2. Possession of offensive or defensive weapons (firearms, illegal knives, clubs, mace, pepper spray, tear gas, etc.), unless specifically required or authorized by the Sheriff or CAO.
 3. Hitting or shoving an individual, and any physical touching in an intimidating, threatening or dominating manner.
 4. Threatening an individual or family member, friends, associates, or citizens.

5. Making harassing or threatening phone calls.
 6. Engaging in harassing surveillance or stalking.
 7. Making a suggestion or threat that violence will occur.
 8. Conduct that creates a physically hostile, abusive, or intimidating work environment for one or more County employees.
- C. Reporting Conduct. Employees should immediately report violent behavior at any County location or at any location where the County conducts business to the Department Head for monitoring and assessment and call 911 if immediate law enforcement and or emergency response is necessary. The Department Head shall relay all reported or otherwise known incidents to the CAO or his/her designee. The CAO or designee may, in his/her discretion, take immediate steps to provide safety to the reporting person or other person(s) based on his/her assessment of the situation.
- D. Discipline. All County employees who engage in violence, direct, indirect, threatened, or actual, against co-workers or any other person related to County business or on County premises may be subject to legal action by law enforcement authorities as well as disciplinary action by the County, up to and including termination of employment.
- E. Action Plan. The CAO or his/her designee and Department Head will assess reported incidents and may take the following action(s) where appropriate:
1. Take steps to have any physically threatening or violent person, employee or member of the public leave or be removed from the worksite.
 2. Place an employee alleged to have made serious violent threats or engaged in other violent behavior on paid or unpaid leave pending the outcome of an investigation.
- F. Investigation. Threats of violent behavior and acts of violent behavior, implied, actual, direct, or indirect, are to be investigated promptly and reported to the CAO or his/her designee. Such incidents should be documented and filed with the CAO or his/her designee and thereafter investigated in accordance with the CAO's direction. Such documentation should include a narrative of the incident including names and other appropriate identification of the parties involved, verbal comments made or description of the violent behavior, witness names, and witnesses' statements. The County shall cooperate and coordinate with any investigation being conducted by law enforcement.
- G. Procedures. Procedures for investigating incidents of workplace violence, including threats of violence and physical injury, shall include the following, and may be subject to any additional policy adopted by the CAO or Board of Supervisors:
1. Go to the scene of an incident. Immediately separate the participants.
 2. Interview threatened or injured employees and witnesses.
 3. Consider taking corrective action to prevent incidents of this kind from recurring.

4. Contact CAO and inform of threats of violence immediately upon knowledge of threats.
 5. Document findings.
 6. Determine the cause of the incident.
 7. Examine the workplace for security risk factors associated with the incident after release of the scene by law enforcement personnel if the incident involves injuries or death.
 8. Take whatever additional action is necessary under the circumstances to handle and investigate workplace violence complaints and/or incident.
- I. Guidelines for Immediate Response. Any response to an incident involving an assault resulting in injury or death should be limited in scope. The individual on scene who observes the incident should limit their activities to the following:
1. Dial 911 for medical and law enforcement assistance.
 2. Render comfort and minor first aid to any injured victims.
 3. Immediately notify the Department Head, Sheriff, and CAO
 4. Separate the participants and make an attempt to identify and document all potential witnesses to the event.

The first manager or supervisor responding to the incident should ensure that the above actions have been initiated.

440 Improper Political Activity

No one employed by the County will engage in political activities on County premises while engaged in official duties, using County equipment, or wearing an official County uniform. Political activity is that activity defined under the California Government Code.

450 Outside Employment/Restrictions

No officer or employee shall engage in any employment, activity or enterprise which is inconsistent, incompatible, or in conflict with the duties or responsibilities of said officer or employee as they relate to employment with the County of Mono, or with the duties, functions, or responsibilities of employee's appointing authority or of the County, except as specified herein.

- A. Prohibited Outside Employment. An officer's or employee's outside employment, activity, or enterprise shall be prohibited if it:
1. Involves the use for private gain or advantage of the County's time, facilities, equipment and supplies; or the badge, uniform, prestige or influence or his/her County office or employment; or

2. Involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the County for the performance of an act which the officer or employee, if not performing such act, would be required or expected to render in the normal course or hours of his/her County employment or as a part of his/her duties as a County officer or employee; or
 3. Involves the performance of an act in other than his/her capacity as a County officer or an employee which act may be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other officer or employee; or
 4. Involves such time demands as should render performance of his/her duties as an officer or employee less efficient.
- B. When Outside Employment May Be Allowed. An officer's or employee's outside employment, activity or enterprise would not be deemed inconsistent, incompatible, in conflict with, or inimical to, the duties of the officer or employee, if the officer or employee, prior to engaging to any such employment, activity or enterprise makes a complete written disclosure to the Department Head or the appointing authority of all of the functions, duties and responsibilities required of said officer or employee by such employment, activity or enterprise, and receives written consent to engage in such employment, activity or enterprise from the Department Head, if an employee, or the Board, if an officer. A Department Head and/or the CAO may adopt a form for use in evaluating a permitting outside employment.

460 Drug and Alcohol Policy

- A. County Requirements. The County requires that any officer or employee:
1. Not report to work or be subject to being called to duty while his or her ability to perform job duties is impaired due to on or off duty alcohol or drug use. Not report to work if the effects of substance use (odor, appearance, etc.) are noticeable to the public.
 2. Not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours, while on County property, while using or operating County equipment or vehicles, or while subject to being called to duty, on breaks, or during meal periods.
 3. Not directly or through third parties sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or subject to being called to duty.
 4. Notify his or her supervisor, before beginning work, when taking medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of County equipment.
 5. Provide, within 24 hours of request, bona fide verification of current valid prescription for any potential impairing drug or medication identified. The

prescription must be in the employee's name. A medical marijuana prescription/license is not deemed a valid prescription for employment purposes.

6. Notify the Human Resources Director and Department Head of any criminal drug conviction for a violation not later than five days after conviction.
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- B. Special Restrictions. Special restrictions and/or policies applicable to Department of Transportation regulated or sensitive safety positions are incorporated herein by this reference, and will be enforced together with, and in addition to, the provisions of this section. Departments receiving federal funding may be subject to the Drug-Free Workplace Act of 1988.
 - C. Discipline For Violations. Violation of any of the above can result in discipline up to and including termination, and may include the employee's participation in, and completion of, a drug or alcohol treatment program. The decision to discipline or discharge will be carried out in conformance with the disciplinary procedures set forth in these rules and in conformance with state and federal leave and disability laws.
 - D. Search of Property. The County reserves the right to search, without employee consent, all areas and properties in the County over which the County maintains control or joint control with the employee.
 - E. Pre-employment screening. The County will maintain post-offer, pre-employment screening practices regarding drugs and alcohol. All offers of employment extended by the County shall be contingent upon the applicant submitting to and passing a fitness for duty examination which may include testing for use of drugs and alcohol for designated positions. Applicants who refuse to sign a consent form permitting testing or the release of test results to the County will not be hired/rehired.
 - F. Management Responsibilities and Guidelines. Managers and supervisors are responsible for reasonable enforcement of this drug and alcohol policy. Managers and supervisors shall direct that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called to work.
 1. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.
 2. Managers and supervisors shall direct an employee to submit to a drug and/or alcohol test if the employee has been involved in a vehicular accident where the employee was the driver or involved in any accident that causes damage to county property or injury to any person.
 3. Any manager or supervisor directing an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs or alcohol.

4. Any manager or supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon direction will remind the employee of the requirements and disciplinary consequences of failing to submit to the analysis. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor will arrange for the employee to be safely transported home.
 5. Managers and supervisors will not physically search the person or employee suspected of being under the influence of drugs and/or alcohol, nor search the personal possessions of such employee or person without first being provided the freely given written consent of the employee or person.
 6. Managers and supervisors will notify the Department Head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the County. If the Department Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Head may notify the appropriate law enforcement agency.
- G. Physical Examination and Procedure. The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, PCP, methadone, barbiturates, amphetamines, marijuana and other cannabinoids.
1. Results of Drug and/or Alcohol Analysis Pre-employment. A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drug and/or alcohol could affect performance of job, duties or responsibilities. If a drug screen is positive at the pre-employment physical the applicant must provide, within 24 hours of request, a bona fide verification of a valid prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.
 2. During Employment Physical or Alcohol/Drug Test. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge. If the drug screen is positive for a prescription drug, the employee must provide, within 24 hours of request, a bona fide verification of a valid current prescription of the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor that the employee has been prescribed and will be taking such prescribed drug, the employee will be subject to disciplinary action up to and including discharge.

3. Testing Procedures. Testing procedures and threshold limits shall be in accordance with state and federal law, DOT procedures, and as may be determined by policy established by the Board of Supervisors.
 4. Investigation. If an alcohol or drug test is positive for alcohol or drugs, the County shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with the disciplinary procedures set forth in these rules and in conformance with state and federal laws.
- G. Confidentiality. Laboratory reports and test results shall not appear in an employee's personnel file. Information of this nature will be contained in a separate confidential medical file which will be securely kept under the control of the Human Resources department. The report or test results may be disclosed to County management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without consent, may also occur when (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and the employee, (3) the information needs to be used in administering an employee benefit plan; or, (4) the information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

470 Computer/Electronic Mail/Voice Mail/Internet Policy

A. Scope.

1. County Provided Electronic Media. This policy applies to all Mono County employees who use any electronic media provided by the County. Electronic media is defined as computers, computer peripherals, computer software, laptops, voice mail, electronic mail (e-mail), Internet access, World Wide Web access, Intranet (MINE) access, on-line information services, electronic facsimile (fax) files, and any other electronic type of equipment that the County deems as electronic media.
2. Personal Electronic Media. This policy also applies to all personal electronic media used for County business purposes, and as such will be subject to the same conditions set forth herein.

B. General Policy on the Use of Electronic Media.

1. Business Purposes. Electronic media, as outlined in the scope above, are provided for the use of Mono County employees for business-related purposes and as such do not offer privacy protections that one might expect from a personal system.
2. Right to Search and Monitor. Supervisors, managers, Department Heads, as well as computer support personnel, as authorized by the Department Head, reserve the right to enter, search and monitor the computer files, voice mail, e-mail, or any type of electronic file of any employee without advance notice. Justification for such actions may include monitoring work flow or productivity, and investigating theft, disclosure of confidential business or proprietary information, or personal abuse of the system.

3. On-line Information Service Use. Use of on-line information services such as the Internet and the World Wide Web is restricted. Access to online information services should be kept to a reasonable amount of time. The standard for a reasonable amount of time will be established at the discretion of the Department Head. Personal use of online information on County time is to be strictly limited, and may be prohibited by any Department Head for his/her department. As with use of on-line information services, personal use of the telephone should be: a) confined to any use that is absolutely necessary; b) kept to a minimum; c) brief and focused; d) to the extent practical, performed on breaks or lunch time, rather than on County work time. An abuse of this personal use policy may subject the employee to discipline, up to and including termination, as being an inexcusable neglect of duty and/or insubordination, and may result in prohibition from such personal use.
4. Voice Mail. Messages recorded, sent, received and/or stored utilizing the County's voice mail system should be considered as County property. Therefore, voice mail may be subject to search for the reasons stated above.
5. E-Mail. Internal and external messages and files sent, received and/or stored utilizing the County's e-mail program should be considered as County property. Therefore, e-mail may be subject to search for the reasons stated above.
6. Facsimiles. Electronic files of facsimiles (fax's) sent, received, and/or stored using County equipment should be considered County property and may be subject to search for such reasons as stated above.
7. Computers, Computer Software, Laptops and Computer Files. The County's computers, software and files stored on the computer or network will be considered as County property. Therefore, these devices may be subject to search for reasons stated above. In addition, all software that resides on any of the County's computers will be licensed and may be considered the property of Mono County.
8. Software Installations. No employee will install software on any County computer without first receiving permission from the Department Head, and subject to the review and approval of the Information Technology department.
9. No Hardware Tampering. No employee will alter or tamper with any County computer or interfere with its operation. All hardware failures will be immediately reported to the departmental or County computer specialist. Personnel will not attempt hardware repair unless so directed by the departmental or County computer specialist.
10. Mailing Lists. Administration of the County e-mail systems is a distributed function with each department responsible for the creation and maintenance of its user community and mailing lists appropriate to that department. Unauthorized use of this mailing list is prohibited without the prior approval of the CAO or his or her designee.

11. Deleted Data. It should be noted that even though an employee may have deleted information or files from any of the electronic media, it does not mean that it is permanently deleted from the system. Deleted information that is retrieved may be used by the County for any and all purposes necessary to protect the County, including disciplinary action.
12. Records Retention Policy. Electronic media which are considered “County records” will be subject to the County’s records retention policies, including the same legal retention periods as paper documents. For the purposes of this policy, “County records” include: 1) permanent electronic computer files, and 2) telecommunications (e.g., e-mail and voice mail) which have been downloaded/converted into permanent electronic files, or have been printed to hard copies and stored as permanent files for the purposes of records retention. Thus, e-mail and voice mail which have *not* been converted to “County records” will be considered transitory communication, and treated similar to unrecorded phone calls, since they are not permanent records.
13. Public Records Act. Under the California Public Records Act, *any* electronic media message (e.g., e-mail or voice mail) or permanent computer file which has been generated by the County of Mono, may constitute a “public record,” and may be provided to the public through the California Public Records Act, or may be otherwise discoverable. Thus, employees must always assume that e-mail, voice mail, and permanent computer files are subject to disclosure unless a specific legal basis for non-disclosure exists.
14. Allowable Uses of Electronic Media. Allowable uses of electronic media for Mono County business purposes include the following:
 - a. To facilitate performance of job functions.
 - b. To facilitate communication of information within the County.
 - c. To coordinate meeting of individuals, locations and resources of Mono County.
 - d. To communicate with outside organizations as required in order to perform an employee’s job function.
15. Prohibited Uses of Electronic Media. Prohibited uses of electronic media include, but are not limited to the following (also see 23.3 and 23.4, below, for additional prohibited uses):
 - a. Illegal or impermissible activities as defined as a violation of County policies, regulations, and state and/or federal law.
 - b. Committing fraud or stealing data, or equipment.
 - c. Using the network for an illegal activity, including violation of copyright, license agreements and other contracts, e.g. downloading music.

- d. Anything that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or any other protected status pursuant to Section 180 will not be tolerated. These include, but are not limited to, communicating slurs, obscene messages, and sending, downloading or viewing obscene materials and pictures.
 - e. Sending or communicating threatening messages.
 - f. Political endorsements.
 - g. Commercial activities including areas of financial gain.
 - h. Intentionally disrupting network traffic or crashing the network and connected systems (for example: sabotage, intentionally introducing a computer virus).
 - i. Unauthorized access to others' files with no substantial business purpose, or vandalizing the data of another user.
16. Violation of Policy. Violation of this policy will be reviewed on a case-by-case basis and may result in disciplinary action, up to and including discharge.

C. E-mail and Voice Mail Usage.

1. Right to Review and Monitor. The County reserves the right to access all voice mail and e-mail left on or transmitted via the County's communication systems. Since e-mail and voice mail messages are County property and intended for County business, County employees will have no right or expectation of privacy in any e-mail or voice mail message in the County's communication systems. Supervisors and managers will have the right to review any e-mail or voice mail messages of any employee supervised by them at any time and for any reason. If the messages to be reviewed are no longer available within the department, the messages may be searched for in other department systems with the approval of the head of that department.
2. Purpose of E-mail and Voice Mail. The purpose of e-mail and voice mail is to provide a work related communication channel between individuals and groups, and to promote effective and efficient use of time and resources in order to carry out the business of the County. Employees are expected to utilize the County's communications systems with the same degree of respect, professionalism, and courtesy as is expected of personal face-to-face interactions. As with the telephone, personal e-mail and voice mail should be: a) confined to those absolutely necessary; b) kept to a minimum; c) brief and to the point; d) to the extent practical, performed on breaks or lunch time, rather than on County work time.

3. Uses of E-mail and Voice Mail. Listed below are examples of appropriate and inappropriate e-mail, and where applicable, voice mail use.
 - a. Examples of Appropriate Use:
 - i. Providing or requesting information regarding County business (e.g., meeting notification, budget issues, etc.).
 - ii. Transmitting a document or file (vs. printing and mailing the document).
 - iii. General announcements within the scope of the sender's job responsibilities (e.g., employee benefits information sent by the Employee Benefits Supervisor).
 - iv. Informational announcements that need to be communicated to County employees (e.g., parking lot repair schedule).
 - v. Union business that meets the criteria and standards for Union business as outlined in the applicable collective bargaining agreement.
 - b. Examples of Inappropriate Use:
 - i. Illegal or impermissible activities as defined as a violation of County policy, state, and/or federal law.
 - ii. Anything that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, age, disability or religious or political beliefs, or any other protected status will not be tolerated. These include, but are not limited to, slurs, obscene messages, materials, and pictures, or religious materials.
 - iii. Anything that may be construed as disruptive, threatening, offensive to others, or harmful to morale.
 - iv. Copyright infringement.
 - v. Items of a political nature or having to do with political activities.
 - vi. Unauthorized distribution of personnel or medical information.
 - vii. Use of E-mail when signed documents are required (Note: Use of E-mail to distribute documents for signature is acceptable).
 - viii. Purposely creating any message that purports to be from another person without their permission.
 - ix. Unauthorized use of County mailing lists.

- x. Unauthorized access to others' files with no substantial business purpose, or vandalizing the data of another user.
 - xi. Personal messages, including but not limited to, chain letters and broadly distributed e-mails regarding personal matters or interests.
- 3. Clarification. If an employee is unsure of what constitutes authorized County business purposes in his or her department, he or she should ask the supervisor, manager, or Department Head.
 - 4. Violations. Violations will be investigated and may result in disciplinary action up to and including dismissal from County employment.

D. Internet Usage

- 1. Purpose of the Internet. The purpose of Internet access is to distribute information to public constituencies or to conduct research for County job related activities.
- 2. Right to Review, Monitor, Report, and Restrict Internet Use. Since Internet access and use are intended for County business, County employees will have no right or expectation of privacy in any Internet activity using County equipment or networks. Supervisors and managers will have the right to review any Internet activity of any employee supervised by them at any time and for any reason. If the activity to be reviewed goes beyond the department's system, other department systems and records may be searched with the approval of the head of that department. The County may monitor and report on Internet use by County employees. Managers may restrict Internet use by anyone supervised by them at any time and for any reason. The County may restrict access to Internet sites whose content appears to have no purpose related to the business of the County.
- 3. Uses of the Internet. All Internet activities should be directly related to Mono County business. Use of the Internet should be handled as judiciously as the publication of County documents or the purchase of reference documents. Listed below are examples of appropriate and inappropriate Internet use.
 - a. Examples of Appropriate Use:
 - i. Obtaining information regarding County business, i.e., policy, legislation, public meetings, technical research, legal research, etc.
 - ii. Transmitting or receiving a file or document (in conjunction with e-mail).
 - iii. Providing information regarding County business to the public, i.e., meeting agendas, key points of contact, forms, etc.
 - iv. Delivery of County services, such as tax payments, facility reservations, health education and disaster coordination.

- b. Examples of Inappropriate Use:

- i. File downloads not connected with County business.
 - ii. Generating, sending, requesting, receiving, downloading, viewing, or archiving material in any form, i.e., text, graphics, etc. which contains offensive or obscene language or content, or is harassing in nature.
 - iii. Engaging in activities resulting in personal gain, such as engaging in any personal business or commercial transaction, exhibiting items for sale, or transacting other personal business.
 - iv. Engaging in any unlawful activity.
 - v. Copyright infringement.
 - vi. Transmitting any County sensitive information over the Internet by other than secured transmission.
 - vii. Creating, furthering or participating in any act of fraud, waste or abuse through Internet activities.
 - viii. Intentionally disrupting network traffic or crashing the network and connected systems (for example: sabotage, intentionally introducing a computer virus).
 - ix. Engaging in any other act of misconduct such as discrimination, sexual harassment, and misuse of position.
 - x. Excessive or multiple Internet sessions, unless needed for official County business.
 - xi. Use of continuous services such as PointCast, live audio, live radio, and live video feeds unless needed for official County business, or as permitted by the Department Head except when a directive from the IT Department prohibits such use because of interference with County business needs.
- c. Clarification. If an employee is unsure of what constitutes authorized County business purposes in his or her department, he or she should ask the supervisor, manager, or Department Head.
 - d. County Department Use and Responsibilities. It is each department's responsibility to insure appropriate use of Internet resources within its department, which is consistent with this policy.
 - e. Alignment with County/Department Mission and Goals. Department information published on the County of Mono World Wide Web (WWW) server and links on System pages to other Web sites should be in alignment with the mission and goals of the County as well as the individual department. Any department specific information to be published on the County WWW must be approved by the Department Head for uploading to the Internet server. In addition, all department WWW pages should

adhere to general County design guidelines in order for the County presence on the WWW to have the same look and feel. It will be the responsibility of each department to periodically review their respective web pages and provide timely updates.

- f. Violations. Violations will be investigated and may result in disciplinary action up to and including dismissal from County employment.

E. Electronic Media Procedure for New Employees

1. Purpose. New employees who will be assigned electronic media will be required to complete the “Electronic Media Agreement and Application Form” which serves two purposes: (1) it documents each employee’s written consent to abide by rules set forth in this Chapter; and (2) provides the necessary information for the Information Technology department, or the department’s authorized technical staff, to set up a login account, an e-mail account, Internet access, and the appropriate County network access for the new employee.
2. Procedure. Department supervisors or managers will provide a copy of this policy and the Electronic Media Agreement and Application Form to new employees on, and possibly before, their first day of employment.

480 Job Abandonment

An employee is deemed to have resigned if the employee is absent for three (3) consecutive work days without prior authorization and without notification during the period of absence. Employees separated from employment for job abandonment may be reinstated with such charge removed from the employee’s record upon presentation of acceptable justification for the absence. Said request for reinstatement must be made in writing to the Department Head within 30 days of the effective date of separation. A justified absence may include such occurrences as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. Employees have no right of appeal if deemed to have resigned as a result of job abandonment.

490 Disciplinary Action – General

Employees of the County who have obtained permanent or regular status may only be disciplined for cause.

500 Disciplinary Action - Authority

The Department Head, appointing authority or County Administrative Officer may demote, suspend, or discharge permanent employees. Managers and supervisors as well as the Department Head, appointing authority or the County Administrative Officer may provide written or oral reprimands.

510 Disciplinary Action - Types

- A. There are no rigid rules which specify the degree of disciplinary action which is appropriate for specific misconduct or performance deficiency. There is no requirement that discipline be “progressive,” and the County reserves its right to not follow progressive

discipline. Progressive discipline is to be used to assist employees in improving their performance. It is not to be considered a bar or prior condition to suspension, demotion, or termination. While termination for unsatisfactory conduct and certain types of misconduct will often be preceded by oral reprimand, written reprimand, or suspension, Mono County reserves the right to proceed to any level of discipline, including termination when such action is deemed appropriate. The facts and circumstances of the specific act, misconduct or performance deficiency, together with the employee's performance history, and the harm to public service, will be reviewed to determine the appropriate level of disciplinary action to be imposed. In general, this policy contemplates a two-tier approach when determining the level of appropriate discipline. Examples of this policy include, but are not limited to, the following:

1. The types of misconduct and poor performance that will usually result in an oral reprimand or written reprimand include limited incidents of tardiness and poor performance, minor acts of neglect of duty, incompetence, insubordination, and violations of rules or policies that will be corrected by a reasonable level of discipline and supervision.
2. The types of misconduct and poor performance that will usually result in suspension or termination will include any instance of violence, harassment, discrimination, theft, violation of a felony or any crime of moral turpitude, repeated poor performance or misconduct following any written reprimand, performance violation, performance improvement plan or corrective action plan, repeated acts of insubordination, neglect of duty, incompetence, or violation of any rule, law, or policy that may cause a risk or harm to any person.

B. Set forth below are the types of disciplinary action that can be imposed:

1. Oral Reprimand. Oral reprimand is the least formal action. It is administered by the employee's immediate supervisor or Department Head. This action is not noted in an employee's personnel file. There is no requirement to issue an oral reprimand before proceeding to any other appropriate level of discipline. Nothing shall prevent an oral reprimand to be changed to a written reprimand if, upon reflection or discussion with the Department Head, the supervisor determines that a written reprimand is the appropriate form of discipline.
2. Written Reprimand. The written reprimand is prepared by the employee's immediate supervisor or Department Head and explicitly describes the problem and possible solution. A copy of the written reprimand is filed in the employee's personnel file. There is no requirement to issue a written reprimand before proceeding to any other appropriate level of discipline.
3. Suspension. With the approval of the Department Head, an employee may be separated from service for one working day or more. Suspensions require County Counsel and Human Resource Director review and County Administrative Officer approval. There is no requirement to issue a suspension before proceeding to any other appropriate level of discipline.

4. Demotion. An involuntary reduction in status from one classification to another classification having a lower salary range. A demotion requires County Counsel and Human Resource Director review and approval of the County Administrative Officer.
5. Discharge. Discharge is an involuntary separation from employment of an employee for cause. Discharge requires County Counsel and Human Resource Director review and approval of the County Administrative Officer.

520 Disciplinary Action - Grounds

- A. The maintenance of permanent status by an employee requires appropriate behavior and efficient and effective service. Employees are expected to observe and maintain certain standards of job performance and conduct. When job performance and conduct does not meet Mono County's standards, the employee's Department Head or his or her designee will endeavor, when deemed appropriate in their discretion, to provide employees with a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, he or she will be subject to discipline, up to and including termination.
- B. Any permanent employee is subject to disciplinary action, including discharge, suspension, reduction in wages, demotion, written reprimand and oral reprimand. Listed below are examples of cause which will be deemed sufficient for such action by the County. These examples are intended to provide employees with fair notice of what is expected of them. It is not possible to provide an exhaustive list of all types of impermissible conduct and performance. Therefore, employees should be aware that conduct not specifically set forth below, but which adversely affects or is otherwise detrimental to the interests of Mono County, other employees, contractors, employees of other public agencies, clients, and members of the public, may also result in disciplinary action, including termination. Grounds for disciplinary action are not limited to the examples enumerated below:
 1. Fraud in securing appointment which shall include, but not be limited to, misrepresentation of any material fact in any written or oral application for work with Mono County; failure to possess any license or certificate necessary to the performance of the duties and functions required by the job for which the person is applying; and failure to possess any special skill or ability that may be required by the position for which the person is applying.
 2. Incompetence or inefficiency in the performance of duty. This is defined to include, but not be limited to, any neglect of duty and/or failure to meet reasonable work performance standards and requirements. The failure to comply with any performance improvement plan, corrective action plan, specific job improvement orders or suggestions set forth in a performance evaluation, or repeated failure to meet reasonable work performance standards, will result in disciplinary action that may include, suspension, demotion, or termination.
 3. Inexcusable neglect of duty. This may include, and not be limited to, unauthorized or excessive time away from the performance of the job duties, lack of attention to job responsibilities, failure to follow appropriate work procedures, and failure to perform duties in a timely manner. Repeated instances of inexcusable neglect of

duty can not be tolerated by a public agency and will result in disciplinary action, up to and including termination.

4. Insubordination. This is defined to include, but not be limited to, the willful failure or refusal to perform a particular duty, function or responsibility required by the position of employment. It may also include the failure to follow the terms and conditions of a performance improvement plan. Repeated instances of insubordination, whether or not related to the first instance of insubordination, are not acceptable and will result in disciplinary, up to and including termination. Insubordination also includes conduct which insults, demeans, or undermines the authority of a supervisor or manager.
5. Dishonesty which is defined to include, but not be limited to, any unauthorized possession or use of property not belonging to the employee, the making of false statements to a supervisor, Department Head, or investigating authority, committing perjury, falsifying time cards, or any County documents or records, and making any false or deliberately misleading statements during the course of employment or concerning any business of the County.
6. Violation of the County's drug and alcohol policy, and when applicable, violation of Department of Transportation Regulations and/or the Drug-Free Workplace Act of 1988.
7. The conviction of either a misdemeanor or a felony related to the position held will constitute grounds for discipline up to and including dismissal of any employee. The record of conviction will be conclusive evidence of the fact that a conviction occurred. The Human Resources Director may inquire into the circumstances surrounding the commission of the crime in order to support the degree of discipline. A plea or verdict of guilty or a conviction showing a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
8. Persistent, abusive or discourteous treatment of the members of the general public or fellow employees, including but not limited to, discriminating against, harassing, including sexually harassing, fellow employees or members of the public, and/or interfering with the work performance of others.
9. Political activity during an employee's or officer's working hours, when engaged in official county business, when using County equipment, while in County uniform or in a County vehicle, or in the name of the County.
10. Violation of any County ordinance or lawful department rule, regulation or policy.
11. Willful misuse of County property or causing damage to County property resulting from misuse or negligence.
12. Knowing and malicious publication (orally or in writing) of inaccurate or false information concerning County, its officers or employees, which is of such nature as to bring discredit to the County or its officers and employees.

13. Misrepresenting oneself as a spokesman for the County in such a way as to bring discredit to the County.
14. Working or approving overtime without authorization.
15. Excessive absenteeism, tardiness, or abuse of lunch and other break privileges.
16. Abuse of sick leave.
17. Mental or physical impairment which renders the employee unable to perform the essential functions of the job, with or without reasonable accommodation (if disabled), or presents a significant current risk of substantial harm or threat to the health and/or safety of self or others.
18. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.
19. Failure to maintain confidential information.
20. Endangering another employee or member of the public through unsafe practices, engaging in threatening, intimidating, or discriminatory activities, and unlawful or unauthorized possession, brandishing, or use of any dangerous weapon.
21. Any other failure of good behavior or acts which are incompatible with or inimical to, or in any way provides harm to, the public service, brings discredit to the County, or is a violation of the Codes of Conduct provided in these rules under section 268.380.

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 Sheriff may adopt policies and procedures that guide the Department through this process.

A. Notice of Proposed Action (Skelly Notice).

The Sheriff 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 520 and any applicable Sheriff Policy Manual.
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 five (5) 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 five (5) 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 five (5) 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. The hearing officer shall conduct the Skelly Hearing. The Sheriff shall be the hearing officer except where departmental policy requires a different specified officer to conduct the hearing.
 - 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 a Mono County Sheriff's Officers' Association ("Union") appointed representative at the hearing if he or she chooses.
 - v. The Department may have 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 conclusion of the Skelly Hearing process, the hearing officer shall prepare a written Notice of Final Disciplinary Action and serve the Notice on the employee and on the Union President 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 520 and any applicable Sheriff Policy Manual.
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. 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 Sheriff may place the employee on temporary leave of absence with pay pending the completion of the hearing process.

535 Appeal 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 employee, the employee shall file with the County Human Resources Department a written notice of appeal. The Human Resources Department shall forward the notice of appeal to the Clerk of the Arbitrator (the Mono County Clerk / Recorder or his/her designee). 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 employee 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 that is a licensed attorney and on a list provided by the California State Mediation & Conciliation Service 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, on behalf of the employee, and the County. Each party shall choose three names from the list and put those names into a hat. The Arbitrator shall be chosen in the presence of the Human Resources Director by the Union President 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 Sheriff.
- 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 except as set forth in Section 580 D.

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 Sheriff 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, Sheriff 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 President 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 President, the Union may 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 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 560(F).)

All grievances will be treated, to the extent possible, as matters requiring confidentiality, and all parties concerned will strive to limit publicity and notoriety surrounding the grievance.

600 Layoff

- A. Layoff Determination. Whenever in the judgment of the Board of Supervisors it becomes necessary to abolish any position of employment, the employee holding such position of employment may be laid off or demoted without disciplinary action and without the right of appeal.
- B. Notification. Employees to be laid off should be given, whenever possible, at least fourteen (14) calendar days notice. The notice will include the reason for lay off, a list of displacement rights, and the effective date of layoff. Upon notification of layoff, any permanent or probationary employee, upon receiving a layoff notice, may use up to ten (10) days of accrued sick leave to look for other employment. Such leave may be taken upon at least one day's notice to the employee's Department Head or supervisor, and leave consisting of two or more days may be taken upon at least two day's notice.
- C. Process for Lay Off. The Board of Supervisors shall have the sole discretion to determine the number and classification of employees to be laid off in each department. All layoffs shall be made by classification within a department.
- D. Order of Lay Off. Employees shall be laid off in the inverse order of their seniority in their classification in the department. This order may be modified when a Department Head requests, and the CAO determines, that an immediate business necessity requires a variance from this general order. The order shall be as follows:
 - 1. Temporary employees;
 - 2. Probationary part-time employees;
 - 3. Probationary full-time employees;
 - 4. Permanent part-time employees;
 - 5. Permanent full-time employees.
- E. Seniority. Seniority is based on total continuous permanent employment with the County. Continuous permanent employment is defined as employment with the County without interruption commencing with the employee's hiring date, except for authorized absences or absences to serve in the armed forces of the United States.
- F. Ties. Ties in hiring dates shall be broken by lot.
- G. Displacement. Permanent employees who are designated to be laid off may displace employees in a lower classification within the employee's department provided that the employee exercising the displacement privilege has greater seniority than the incumbent in the class which the employee is bumping, and provided that the employee meets the

minimal qualifications for the job. Conditions which affect displacement rights are as follows:

1. The employee exercising the displacement privilege will displace the employee in the lower classification in the inverse order of seniority.
 2. All employees must exercise displacement privileges within five (5) working days after receipt of the notice of lay off, by written notice to the Human Resources Director. The County shall provide an appropriate layoffs list to the affected employee(s). If this choice is not exercised within the specified time, it is automatically forfeited. If an employee exercises their displacement privileges they will receive the salary in that new position in accordance with procedures governing voluntary demotion.
- H. Reemployment. An employee who has been laid off or demoted in lieu of layoff may be reemployed or reinstated as follows:
1. Eligibility for Reemployment Following Layoff. Permanent employees who are laid off, or demoted in lieu of lay-off will be eligible for reemployment in the classification from which they were laid off or demoted, or to a related classification with similar or lesser qualifications, if a vacancy in the classification occurs within two years of the date of layoff or demotion. If an employee declines an offer of reemployment two (2) times, the employee's name will be taken off the reemployment list.
 2. Process. Each permanent employee who has been laid off or demoted in lieu of lay off will be placed on a reemployment list by classification in the reverse order of layoff. As a vacancy occurs in the classification or related classification, the Human Resources Director will offer reemployment to the top person on the reemployment list. The employee shall have five days to respond to the offer.
 3. Status, Salary, Benefits, and Seniority Upon Reemployment. Permanent employees who are reemployed following a layoff will be placed on the salary range and step last held. If the employee is reemployed within one year the employee will be treated as if they had been on an unpaid leave of absence. Permanent employees who are reemployed after one year shall accrue benefits as if they are new employees. Any unused and unpaid sick leave shall be reinstated upon reemployment.

610 Personnel Records

- A. General. The County maintains a personnel file on each employee. An employee's personnel file should contain only material that is necessary and relevant to the administration of the County's personnel program. Personnel files are the property of the County and access to the information they contain is restricted.
- B. Notifying County of Changes in Personnel Information. Each employee is responsible to promptly notify the Manager of Human Resources and Department Head of any changes in relevant personnel information including:

1. Legal Mailing address, residence address if different from mailing address, and email address if any;
2. Telephone and Cellular number, if any;
3. Persons to be contacted in case of emergency; and,
4. Number and names of dependants.

C. Medical Information.

1. Separate Confidential Files. All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with the American with Disabilities Act, the California Fair Employment and Housing Act and the California Confidentiality of Medical Information Act, and any other enacted federal or state laws.
2. Information in Medical Files. The County will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality in Medical Information Act and the Health Insurance Portability and Accountability Act. To enable the County to obtain certain medical information, the employee or the applicant may need to sign an Authorization for Release of Employee Medical Information.
3. Access to Medical Information. Access to employee or applicant medical information will be strictly limited to only those with a legitimate need to have such information for County business reasons. In the case of an employee with a disability, Managers, Supervisors, Department Heads, Risk Management, and Human Resources may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations, but may not be provided information about the medical condition unless authorized by state and federal law.

D. References and Release of Information in Personnel Files.

1. Public Information. Upon request, the County will release to the public information about its employees to the extent required by the Public Records Act. The County will not disclose personnel information that it considers would constitute an unwarranted invasion of personal privacy.
2. Reference Checks. All requests from outside the County for reference checks or verification of employment concerning any current or former employee must be referred to the Human Resources Director. Information will be released only if the employee signs an Authorization for Release of Employment Information on the form provided by the Human Resources Director. Without such authorization, the following limited information will be provided:
 - a. Date of employment;
 - b. Date of departure,

- c. Job Classification upon departure, and,
- d. Salary upon departure.

Managers and Supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the Human Resources Director.

E. Employee Access to Personnel File.

- 1. Inspection of File. An employee may inspect his or her own personnel file at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the Department Head or Human Resources Director to arrange an appointment. The review must be done in the presence of an employee who maintains the personnel file.
- 2. Copies. Upon request an employee is entitled to receive a copy of any employment - related document he or she has signed. An employee who wishes to receive such a copy should contact the Department Head or Human Resources Director.

620 Travel

The County shall establish and maintain a consistent travel policy for out-of-County travel applicable to all employees, management, and elected officials. The Director of Finance shall be responsible for timely travel reimbursement in accordance with the established policy. It is the responsibility of the Human Resources Department to maintain current documents regarding the travel policy.

630 Travel Authorization

- A. A completed travel request form shall be submitted to the County Administrative Office for all out-of-County travel requiring overnight accommodations. Department Heads may authorize travel for their respective employees in cases involving in-County and out-of-County travel not requiring overnight accommodations. Out-of-County travel is defined as travel outside of the geographic borders of Mono County and the contiguous northern territory of Inyo County bounded to the south by, and encompassing, the Bishop region.
- B. A completed travel request form shall be submitted to the County Administrative Officer as far in advance as possible of the anticipated date of the travel, but in no case less than seven days prior to the anticipated travel. All out-of-County travel requests shall initially be approved by the employee's Department Head or designee. Final approval shall be obtained from the County Administrative Officer, who may approve, deny or modify all proposed travel requests. Travel outside the states of California and Nevada must also be approved by the Board of Supervisors.
- C. If an emergency condition exists requiring the authorization of travel, a Department Head shall immediately notify the County Administrative Officer. If the County Administrative Officer is not available to authorize travel, the Department Head may authorize such travel,

provided notification is given to the County Administrative Officer on the next available workday.

- D. Travel in County vehicles by persons other than County employees, clients, and contractors is not permitted unless specifically approved by the County Administrative Officer and Risk Manager in advance in writing.

640 Travel Reimbursement

- A. Unless otherwise specifically stated or provided by law, mileage reimbursement for authorized in-County and out-of-County travel where an employee uses his or her personal vehicle shall be at the current IRS rate. However, an employee who receives an automobile allowance shall not be reimbursed for any in-County mileage.
- B. Each County department is responsible for keeping travel and lodging costs within their individual travel budgets. Out-of-County travel involving overnight lodging shall be reimbursed for actual, reasonable and necessary lodging costs, in accordance with standard costs generally charged in the city or county visited. The lodging reimbursement is subject to approval by the Department Head and the Director of Finance.

Detailed justification must be provided when lodging reimbursement exceeding \$200 per night is being requested. After review, the Director of Finance may disapprove all or any portion of this request if he/she determines it to be unreasonable.

To be eligible for the lodging allowance, the employee must be authorized to travel to the designated area and must furnish a commercial lodging receipt for the day(s) of travel which indicates the location and cost of the lodging.

- C. Meal reimbursement rates and a meal reimbursement policy will be established by the Board of Supervisors and may be periodically adjusted, up or down, by the Board of Supervisors and/or pursuant to a specific Memorandum of Understanding.
- D. There shall be no reimbursement for in-County meals except under the following conditions and circumstances:
 - 1. Whenever an employee is temporarily assigned to an in-County job site and that assignment would require the employee to remain at the job site overnight.
 - 2. When a Department Head or designated representative is required to attend a County-related function which includes a meal as part of the function.
- E. The following expenses may be claimed for reimbursement if incurred in the performance of county business:
 - 1. Registration fees;
 - 2. Parking fees;

3. Ferry or bridge tolls;
 4. Bus or taxi fares.
- F. The following expenses will not be reimbursed:
1. Gratuities, with the exception of customary and usual gratuities associated with restaurant meals in an amount not to exceed 15% of the total meal cost prior to adding the gratuity, excluding any alcohol, provided that the gratuity is documented in a manner acceptable to the Finance Director;
 2. Personal services such as dry cleaning or laundry;
 3. Valet parking unless no self-parking is available;
 4. Room service charges;
 5. Alcoholic beverages.

650 Travel Advance

- A. Department Heads are expected to provide employees with County credit cards in lieu of travel advances, and travel advances should be granted only when there is insufficient time to obtain a credit card.
- B. Employees requesting a travel advance must submit the travel request form at least ten days prior to the anticipated travel.
- C. Travel advance requests may include advance payment for registration, lodging, meals and/or transportation and shall not be granted in an amount less than fifty dollars.
- D. Employees receiving a travel advance must file a reconciliation claim with the Director of Finance for their travel within thirty (30) days of their return from the trip.

660 Travel Claim Procedure

- A. Claims for expenses while traveling on official business must be submitted to the Director of Finance within thirty (30) days of the completion of the travel.
- B. Claims must include the following:
 1. A statement of the purpose for the trip and a copy of the agenda for conferences;
 2. The date and time the employee departed and the date and time the employee returned;
 3. An itemized list of expenditures with corresponding receipts with the exception of meals in cases where the meal allowance is claimed as the reimbursement;

4. When a personal vehicle is used, a Map Quest statement of the round trip mileage.

670 Employer/Employee Relations Policy

- A. Statement of Purpose. This policy implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 et seq.) captioned "Local Public Employee Organizations," by providing orderly procedures for the administration of employer-employee relations between the County and its employee organizations. Nothing contained herein shall be deemed to supersede the provisions of state law, ordinances, resolutions and rules which establish and regulate the merit and civil service system, or which provide for other methods of administering employer-employee relations. This policy is intended, instead, to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communication between employees, employee organizations and the County.

It is the purpose of this policy to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted by federal or state law. However, nothing herein shall be construed to restrict any legal or inherent exclusive County rights with respect to matters of general legislative or managerial policy, which include among others: 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; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; determine the content of job classifications; subcontract work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

- B. Definitions. As used in this Resolution, the following terms shall have the meanings indicated:
 1. Appropriate unit - a unit of employee classes or positions, established as set forth herein.
 2. County - County of Mono, and, where appropriate refers to the Board of Supervisors or any duly authorized County representative.
 3. Confidential Employee - means an employee who, in the course of his or her duties, has access to confidential information relating to the County's administration of employer-employee relations.
 4. Consult/Consultation in Good Faith - to communicate orally or in writing with all affected employee organizations, whether exclusively recognized or not, for the

purpose of presenting and obtaining views or advising of proposed actions in a good faith effort to reach a consensus; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange of proposals and counterproposals with an exclusively recognized employee organization in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to the impasse process.

5. Day - calendar day unless expressly stated otherwise.
6. Employee Relations Officer- the County Administrative Officer or his/her duly authorized representative, usually the Human Resources Director.
7. Exclusively Recognized Employee Organization - an employee organization which has been formally acknowledged by the County as the sole employee organization representing the employees in an appropriate representation unit, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.
8. Impasse - means that the representatives of the County and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.
9. Management Employee - an employee having responsibility for formulating, administering or managing the implementation of County policies and programs.
10. Proof of Employee Support - (1) an authorization card recently signed and personally dated by an employee, or (2) a verified authorization petition or petitions recently signed and personally dated by an employee, or (3) employee dues deduction authorization, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support for any employee organization. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The words "recently signed" shall mean within ninety (90) days prior to the filing of a petition.
11. Supervisory Employee - any employee having authority, in the interest of the County, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or 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.

C. Filing of Recognition Petition by Employee Organization. An employee organization which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization

representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:

1. Name and address of the employee organization.
2. Names and titles of its officers.
3. Names of employee organization representatives who are authorized to speak on behalf of the organization.
4. A statement that the employee organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the County.
5. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such other organization.
6. A copy of the employee organization's constitution and bylaws.
7. A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
8. A statement that the employee organization has no restriction on membership based on race, color, religion, creed, sex, national origin, age, sexual orientation, mental or physical disability or medical condition.
9. The job classifications or position titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein.
10. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the County. Such written proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.
11. A request that the Employee Relations Officer formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

The Petition, including the proof of employee support and all accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

D. County Response to Recognition Petition.

Upon receipt of the Petition, the Employee Relations Officer shall determine whether:

1. There has been compliance with the requirements of the Recognition Petition, and
2. The proposed representation unit is an appropriate unit.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he/she will so inform the petitioning employee organization, give written notice of such request for recognition to the employees in the unit and take no action on said request for thirty (30) days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning employee organization and, if the determination thereafter remains unchanged, will inform that organization of the reasons therefore in writing.

The petitioning employee organization may appeal such determination in accordance with Section L of this policy.

- E. Open Period for Filing Challenging Petition. Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognized employee organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the recognition petition being challenged), by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section C. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit petitioning employee organizations will be heard. Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with this policy as set forth in Section H. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Section L.
- F. Granting Recognition Without an Election. If the proof of support shows that a majority of the employees in the appropriate unit have designated the petitioning employee organization to represent them, and if no other employee organization filed a challenging petition, the petitioning employee organization and the Employee Relations Officer shall request the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to review the count, form, accuracy and propriety of the proof of support. If the neutral third party makes an affirmative determination, the Employee Relations Officer shall formally acknowledge the petitioning employee organization as the Exclusive Recognized Employee Organization for the designated unit.
- G. Election Procedure. The Employee Relations Officer will arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s), in accordance with such party's rules and procedures subject to the provisions of this Resolution. All employee organizations who have duly submitted petitions which have been determined to be in conformance with this policy will be included on the ballot. The ballot will also reserve to employees the choice of representing themselves individually in their employment relations with the County. Employees entitled to vote in such election will be employees within the designated

appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the County in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There shall be no more than one valid election under this Resolution pursuant to any petition in a 12-month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Mediation and Conciliation Service.

Costs of conducting elections shall be borne in equal shares by the County and by each employee organization appearing on the ballot.

- H. Procedure for Decertification of Exclusively Recognized Employee Organization. A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of March of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:
1. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
 2. The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.
 3. An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
 4. Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent, that includes the allegation and information required under paragraph of this Section H, and otherwise conforms to the requirements of Section C.

The Employee Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Article II. If his/her determination is in the negative, he/she shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Section L. If the determination of the Employee Relations Officer is in the affirmative, or if a negative determination is reversed on appeal, he/she shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Section G.

During the "open period" specified in the first paragraph of this Section, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees no longer wish to be represented by the incumbent Exclusively Recognized Employee Organization, give notice to that organization and all unit employees that he/she will arrange for an election to determine that issue. In such event any other employee organization may within fifteen (15) days of such notice file a Recognition Petition in accordance with this Section, which the Employee Relations Officer shall act on in accordance with this Section.

If, pursuant to this Section, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

I. Policy and Standards for Determination of Appropriate Units. The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the County and its compatibility with the primary responsibility of the County and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

1. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
2. History of representation in the County and similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
3. Consistency with the organizational patterns of the County.

4. Effect of differing legally mandated impasse resolution procedures.
5. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.
6. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classifications among two or more units.

Notwithstanding the foregoing provisions of this Section, managerial, supervisory and confidential responsibilities, as defined in Section B of this policy, are determining factors in establishing appropriate units hereunder, and therefore managerial, supervisory and confidential employees may only be included in a unit consisting solely of managerial, supervisory or confidential employees respectively. Managerial, supervisory and confidential employees may not represent any employee organization which represents other employees.

Peace Officers may be required to be represented in separate units composed solely of such Peace Officers. These units shall not be represented by an organization that, directly or indirectly, is subordinate to any other employee organization which includes non-peace officers.

The Employee Relations Officer will, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this Section. The decision of the Employee Relations Officer will be final.

- J. Procedure for Modification of Established Appropriate Units. Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Section H. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Section C will contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set herein. The Employee Relations Officer shall process such petitions as other Recognition Petitions.

The Employee Relations Officer may by his/her own motion propose that an established unit be modified. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with Section I, and shall give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Section L of this Article. If a unit is modified pursuant to the motion of the Employee Relations Officer hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section C.

- K. Procedure for Processing Severance Requests. An employee organization may file a request to become the recognized employee organization of a unit alleged to be appropriate that consists of a group of employees who are already a part of a larger established unit represented by another recognized employee organization. The timing, form and processing of such request shall be as specified in Section J for modification requests.
- L. Appeals. An employee organization aggrieved by an appropriate unit determination of the Employee Relations Officer; or an employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition under Section C, Challenging Petition under Section E, Decertification Petition under Section H, Unit Modification Petition under Section J, or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition under Section H has not been filed in compliance with this policy may, within ten (10) calendar days of notice of the Employee Relations Officer's final decision, request to submit the matter to mediation by the State Mediation and Conciliation Service, or may, in lieu thereof or thereafter, appeal such determination to the Board of Supervisors for final decision within fifteen (15) calendar days of notice of the Employee Relations Officer's determination or the termination of mediation proceedings, whichever is later.

An appeal to the Board of Supervisors shall be filed with the Clerk of the Board, and a copy thereof served on the Human Resources Director and the Employee Relations Officer. The Board of Supervisors shall commence to consider the matter within thirty (30) calendar days of the filing of the appeal. The Board may, in its discretion, refer the dispute to a third party hearing process. Any decision of the Board of Supervisors on the use of such procedure, and/or any decision of the Board determining the substance of the dispute, shall be final and binding.

- M. Submission of Current Information by Recognized Employee Organizations. All changes in the information filed with the County by an Exclusively Recognized Employee Organization set forth in its Recognition Petition under Section C of this Section shall be submitted in writing to the Employee Relations Officer within fourteen (14) calendar days of such change.
- N. Employee Organization Activities -- Use of County Resources. Access to County work locations and the use of County paid time, facilities, equipment and other resources by employee organizations and those representing them shall be: (1) authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures; (2) limited to lawful activities consistent with the provisions of this Section that pertain directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections; and, (3) shall not interfere with the efficiency, safety and security of County operations.
- O. Administrative Rules and Procedures. The County Administrative Officer is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this policy after consultation with affected employee organizations.

P. Initiation of Impasse Procedures. If the meet and confer process has reached impasse as defined in Section B.8 of this policy, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting shall be:

1. To review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and
2. If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

Q. Impasse Procedures.

Impasse procedures are as follows:

1. If the parties agree to submit the dispute to mediation, and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.
2. If the parties fail to agree to submit the dispute to mediation or fail to agree on the selection of a mediator, or fail to resolve the dispute through mediation within fifteen (15) days after the mediator commenced meeting with the parties, the parties may agree to submit the impasse to fact-finding.
3. If the parties agree on fact-finding, they may agree on the appointment of one or more fact-finders. If they fail to so agree on one or more fact-finders, a fact-finding panel of three (3) shall be appointed in the following manner: One member of the panel shall be appointed by the Employee Relations Officer, one member shall be appointed by the Exclusively Recognized Employee Organization, and those two shall name a third, who shall be the chairperson. If they are unable to agree upon a third, they shall select by agreement the third member from one or more lists of seven (7) names of individuals having fact-finding experience in the municipal sector to be provided by the California State Mediation and Conciliation Service.
4. The following constitute the jurisdictional and procedural requirements for fact-finding:
 - a. The fact-finders shall consider and be guided by applicable federal and state laws.
 - b. Subject to the stipulations of the parties, the fact-finders shall determine and apply the following measures and criteria in arriving at their findings and recommendations:
 - (1) First, as relevant to the issues in dispute, the fact-finders shall compare the total compensation, hours and conditions of employment of the employees involved in the fact-finding proceeding with the total compensation, hours and conditions of

employment of other employees performing similar services in public and private employment in the same and comparable communities. "Total compensation" shall mean all wage compensation, including but not limited to premium, incentive, standby, out-of-class and deferred pay; all paid leave time; all allowances, including but not limited to educational and uniform benefits; and employer payments for all health, welfare and pension benefits.

- (2) The fact-finders shall then adjust the results of the above comparisons based on the following factors:

The compensation necessary to recruit and retain qualified personnel.

Maintaining compensation relationships between job classifications and positions within the County.

The pattern of change that has occurred in the total compensation of the employees in the unit at impasse as compared to the pattern of change in the average "consumer price index" for goods and services, and the pattern of change in wages and compensation of other wage earners.

- (3) The fact-finder(s) shall then determine preliminary recommendations based on the comparisons as adjusted above which, however, shall be reduced as appropriate based on the financial resources of the County to implement them. In assessing the County's financial resources, the fact-finder(s) shall be bound by the following:

Other legislatively determined and projected demands on agency resources, i.e., budgetary priorities as established by the governing body; and

Allowance for equitable compensation increases for other employees and employee groups for the corresponding fiscal period(s); and

Revenue projections not to exceed currently authorized tax and fee rates for the relevant fiscal year(s); and

Assurance of sufficient and sound budgetary reserves; and

Constitutional, statutory (and charter) limitations on the level and use of revenues and expenditures.

- c. The fact-finders shall make written findings of fact, and advisory recommendations for the resolution of the issues in dispute, which shall be presented in terms of the criteria, adjustments, and limitations specified

above. Any member of a fact-finding panel shall be accorded the right to file dissenting written findings of fact and recommendations. The fact-finder or chairperson of the fact-finding panel shall serve such findings and recommendations on the Employee Relations Officer and the designated representative of the Exclusively Recognized Employee Organization.

5. If these parties have not resolved the impasse within ten (10) calendar days after service of the findings and recommendations upon them, the fact-finder or the chairperson of the fact-finding panel shall make them public by submitting them to the Human Resources Director for consideration by the Board of Supervisors in connection with the Board's legislative consideration of the impasse.
 6. If the parties did not agree on mediation or the selection of a mediator and did not agree on fact-finding, or having so agreed, the impasse has not been resolved, the Board of Supervisors may take such action regarding the impasse as it in its discretion deems appropriate as in the public interest. Any legislative action by the Board on the impasse shall be final and binding.
- R. Costs of Impasse Procedures. The cost for the services of a mediator and fact-finder or chairperson of a fact-finding panel utilized by the parties, and other mutually incurred costs of mediation and fact-finding, shall be borne equally by the County and Exclusively Recognized Employee Organization. The cost for a fact-finding panel member selected by each party, and other separately incurred costs, shall be borne by such party.



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RESOLUTION NO. R12- 68

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING ADDITIONAL COMPENSATION FOR DEPUTY SHERIFFS PERFORMING SPECIAL ASSIGNMENTS PERTAINING TO NARCOTICS ENFORCEMENT (MONET), CARE OF A LAW-ENFORCEMENT CANINE ("K-9"), AND LEAD WORKER/SUPERVISOR FOR COURT SECURITY AND BAILIFF FUNCTIONS

WHEREAS, the Sheriff has requested that the Board authorize additional compensation for deputy sheriffs performing special assignments pertaining to the Mono Narcotics Enforcement Team (MONET), caring for a law-enforcement canine ("K-9"), and as lead worker/supervisor of employees engaged in court security and bailiff functions; and

WHEREAS, the Sheriff has consulted with the Mono County Sheriff's Officers' Association (aka the Deputy Sheriffs' Association, hereinafter "the Association") regarding such proposed policies, and the Association did not object to or desire to meet and confer about them; and

WHEREAS, the Board finds such proposed policies appropriate and consistent with applicable law; and

WHEREAS, such proposed policies may be adopted by Board resolution (and there is no Association MOU in effect to amend);

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the following policies are hereby adopted with respect to covered employees in the Association bargaining unit and shall be implemented as set forth below, effective immediately or as soon thereafter as reasonably practicable:

SECTION ONE: NARCOTICS ENFORCEMENT (MONET) PAY

The County shall continue to provide a five percent (5%) increase to the base compensation of any deputy sheriff who is routinely and consistently assigned by the Sheriff to drug enforcement activities as a member of the Mono Narcotics Enforcement Team (MONET). Said additional compensation is intended to constitute a "Narcotic Division Premium" reportable as special compensation to CalPERS and shall be provided only during the period of a deputy sheriff's MONET assignment.

SECTION TWO: CANINE OFFICER ("K-9") PAY

The County shall provide three hundred dollars (\$300) per month of additional compensation to any deputy sheriff who is routinely and consistently assigned by the Sheriff to handle, train, board, and otherwise care for a canine owned and used by the Department for law


1 enforcement activities ("K-9"). Said compensation is based on and includes all estimated off-
2 duty time reasonably related to maintaining the assigned K-9 for the job, including but not
3 limited to feeding, exercising, training, grooming, cleaning up after, and otherwise caring for
4 the K-9. It does not include veterinarian fees, dog food, or other reimbursable expenses for
5 upkeep of the K-9. Said additional compensation is intended to constitute a "Canine
6 Officer/Animal Premium" reportable as special compensation to CalPERS and shall be
7 provided only during the period of a deputy sheriff's K-9 assignment.

8 **SECTION THREE: LEAD WORKER/SUPERVISOR PAY FOR COURT**
9 **SECURITY AND BAILIFF FUNCTIONS (SENIOR BAILIFF**
10 **PAY)**

11 The County shall provide a five percent (5%) increase to the base compensation of the
12 deputy sheriff who is routinely and consistently assigned by the Sheriff to a lead or
13 supervisory position over other employees and subordinate classifications performing court
14 security and bailiff functions (also known as the "senior bailiff"). Said additional
15 compensation is intended to constitute a "Lead Worker/Supervisor Premium" reportable as
16 special compensation to CalPERS and shall be provided only during the period of a deputy
17 sheriff's assignment as senior bailiff.

18 PASSED AND ADOPTED this 18th day of September, 2012, by the following
19 vote:

20 AYES : Supervisors Bauer, Hansen, Hazard and Hunt.
21 NOES : None.
22 ABSTAIN : None.
23 ABSENT : Supervisor Johnston.

24 ATTEST: 
25 Clerk of the Board


26 Vikki Bauer, Chair
27 Board of Supervisors

28 APPROVED AS TO FORM:


COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 20, 2014

Departments: Community Development

TIME REQUIRED 20 minutes (10 minutes staff report;
10 minutes discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Wendy Sugimura

SUBJECT Comment Letter for USFWS Sage
Grouse Public Hearing

AGENDA DESCRIPTION:

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

Board of Supervisor comments for May 29 USFWS public hearing regarding listing proposal for Bi-State Distinct Population Segment of greater sage- grouse

RECOMMENDED ACTION:

Potentially approve and authorize the chair to sign letter to the USFWS regarding listing proposal for Bi-State Distinct Population Segment of greater sage- grouse, and provide any desired direction to staff

FISCAL IMPACT:

NA

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 924-1814 / wsugimura@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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[Proposed Sage Grouse Letter](#)

History

| Time | Who | Approval |
|--------------------|------------------------------|-----------------|
| 5/14/2014 11:17 AM | County Administrative Office | Yes |
| 5/14/2014 6:15 PM | County Counsel | Yes |
| 5/14/2014 12:00 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

May 29, 2014

Mr. Edward D. Koch
State Supervisor
U.S. Fish and Wildlife Service
Nevada Fish and Wildlife Office
1340 Financial Boulevard, Suite 234
Reno, NV 89502

**RE: US Fish & Wildlife Service Public Hearing on the Bi-State Distinct Population Segment (DPS)
of Greater Sage-Grouse Proposals**

The Mono County Board of Supervisors appreciates the opportunity to testify at this public hearing on the Bi-State Distinct Population Segment (DPS) of Greater Sage-Grouse, and thanks the Service for providing the public the chance to be heard. Mono County has been participating actively with the Bi-State Local Area Working Group (LAWG) to demonstrate the 2012 Bi-State Action Plan meets the Service's Policy for Evaluation of Conservation Efforts (PECE) in order to justify a decision not to list. The County is also providing new information about the best-available science on the effects of grazing, which corroborates comments we submitted in February, and evidence that the threat of listing undermines the Bi-State DPS conservation effort.

Bi-State Action Plan

The PECE policy stipulates that, in order for a formalized conservation effort to serve as a basis for not listing a species, it must show certainty of 1) implementation, and 2) effectiveness. In this case, implementation is largely dependent on funding. With the assistance of Congressman Cook, the County is working to secure \$30 million through the federal budget appropriation process. Together with the recently enacted Farm Bill, this funding will assure implementation of the Bi-State Action Plan, with a focus on the highest priority projects.

To demonstrate effectiveness, the Bureau of Land Management Bishop Field Office and the County are collaboratively taking the lead to document quantifiable, scientifically-valid progress that demonstrates the achievement of incremental objectives in the Bi-State Action Plan. The Local Area Working Group, Technical Advisory Committee, and Executive Oversight Committee are feeding information directly into this effort, providing project-specific data for completed, in progress and future projects, and GIS mapping.

In addition, Mono County regularly hosts a forum through the Collaborative Planning Team to consider landownership patterns in the Eastern Sierra that benefit land management agencies, communities, and private landowners through agency coordination and collaboration. The Bureau of Land Management (Bishop), Inyo National Forest, Humboldt-Toiyabe National Forest, California Department of Fish and Wildlife, Eastern Sierra

Land Trust, and Marine Corps Mountain Warfare Training Center are the core participants. This group recently expanded its discussion to include the entire Bi-State DPS, adding participation by the Natural Resource Conservation Service, Nevada Department of Wildlife, and tapping The Nature Conservancy Nevada. We are collectively working to tell the story and communicate the value of conservation projects and efforts on private lands while continuing to protect the confidentiality of private property owners.

Finally, the County is continuing to pursue actions from the Plan within our jurisdictional authority. The County is completing a biological assessment with a specific focus on the Bi-State DPS for the General Plan Update, refining General Plan policies and mitigation measures, continuing to plan for and fund the closure of the Benton Crossing Landfill by 2023, developing additional raven deterrents at the landfill, and supporting sage-grouse education events. In fact, Mono County hosted and helped coordinate a workshop on Monday (May 27th) to provide for public outreach on the Working Lands for Wildlife program, special 4(d) rule, and critical habitat designation.

New Information

A study released in the winter of 2014 by Montana Fish, Wildlife and Parks in partnership with the Bureau of Land Management concludes:

*Apparent nest success was higher for nests in pastures with livestock concurrently present (59%) than pastures without livestock (38%), and we observed no direct negative impacts (e.g., trampling) of livestock on nesting sage-grouse. Similarly, brood success from 0–14 days post-hatch was higher for broods hatched in pastures with livestock (79%) than without (61%). The mechanism driving this is unknown; it may have resulted from behavioral avoidance of livestock by predators, or reflect predator control efforts in areas with livestock. Our results concur with research elsewhere that livestock grazing is compatible with sage-grouse conservation.*¹

The study provides definitive data in support of the special 4(d) rule, and in particular supports the position that proper management of grazing on intact sagebrush habitat can be beneficial. Potential alternatives to grazing are development and other land uses that would fragment sagebrush habitat. The special 4(d) rule clearly has value for Bi-State DPS conservation, and is fully supported by Mono County.

Impacts to the Conservation Effort

It is clear that listing and critical habitat decisions are driven by litigation, and that “best-available science” is, in fact, determined by judges rather than biologists. Given the highly focused efforts underway by diverse stakeholders, participation and funding directed at protecting the species through the Bi-State Action Plan would be far more beneficial than continued litigation. An opportunity is available to all those truly interested in conserving and recovering the Bi-State DPS to both avert the listing and save the species.

The alternative is a future fraught with litigation, and a decision to list and designate critical habitat. All the conservation work planned and accomplished on a voluntary basis by parties working across jurisdictional lines, collaboratively, and in good faith, would be undermined. Some participants will likely disengage in frustration and antipathy, and far less will be accomplished for the Bi-State DPS under a coercive, regulatory framework. We have already seen this disengagement in the National Resource Conservation Service’s (NRCS’s) numbers, where participation by private landowners had been increasing from Fiscal Year (FY) 2010-2013, then dropped precipitously in FY 2014. The NRCS Chief notes that “While several factors likely influence landowner

¹ Foster, M.A., J.T. Ensign, W.N. Davis, D.C. Tribby. Winter 2014. Greater Sage-Grouse I the Southeast Montana Sage-Grouse Core Area. Montana Fish, Wildlife and Parks, in partnership with the Bureau of Land Management.

participation, it appears this decline is associated with the FWS proposal to list the bird in the fall of 2013.”²
Applications dropped from 24 in FY 2013 to three in FY 2014.²

Conclusion

A clear win-win solution exists for the Bi-State DPS and resource management agencies, local jurisdictions, private landowners, and environmental organizations honestly committed to species conservation. Mono County fully supports this solution, which is to not list the bird and empower these partners to implement the Bi-State Action Plan without the burden of additional regulatory oversight.

Thank you for your time and consideration of Mono County’s comments.

Respectfully,

Larry Johnston
Chair

| | |
|---|---|
| CC: Congressman Paul Cook | Town of Mammoth Lakes |
| Senator Dianne Feinstein | Rural County Representatives of California (RCRC) |
| Senator Barbara Boxer | County of Alpine |
| State of California, Governor Brown | BLM, Bishop Field Office |
| State of Nevada, Governor Sandoval | USFS, Inyo National Forest |
| USFS, Humboldt-Toiyabe National Forest | County of Inyo |
| California State Association of Counties (CSAC) | |

² Weller, J.A. Letter to John Hicknlooper, Governor of the State of Colorado. April 25, 2014. Accessed at http://www.westgov.org/component/docman/doc_download/1807-nrcs-sgi-letter-april-2014?Itemid=%20 on May 13, 2014.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 20, 2014

Departments: Public Works

TIME REQUIRED 15 minutes (5 minute presentation; 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Jeff Walters

SUBJECT Temporary Road Closures for, and Assistance with, the 152nd Bridgeport 4th of July Celebration

AGENDA DESCRIPTION:

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

The 152nd Annual 4th of July Celebration in Bridgeport takes place this year. At the April 15, 2014 Mono County Board of Supervisors meeting the Board adopted two resolutions regarding this event. A recent change to the event requires amending the resolution regarding road closures.

RECOMMENDED ACTION:

1. Receive staff report regarding changes to the 152nd Annual 4th of July Celebration in Bridgeport. 2. Consider and potentially adopt Resolution No. R14- ____, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of County Roads in Bridgeport and the Temporary Detour of Traffic onto County Roads in Bridgeport from Highway 395 for the 152nd Annual Bridgeport Fourth of July Celebration." 3. Consider and potentially authorize Public Works to purchase necessary signs for traffic control. 4. Provide any desired direction to staff.

FISCAL IMPACT:

Up to \$2,000 to purchase signs required to comply with Caltrans Traffic Control Regulations. These funds are available in the Road Fund.

CONTACT NAME: Jeff Walters

PHONE/EMAIL: 760.932.5459 / jwalters@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

 [Temp Road Closure - Stff Report 05.20.14](#)

 [Exhibit 1 - 2014 BP July 4th - Rd Closure Resolution 05.20.14](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|-----------------|
| 5/5/2014 4:08 PM | County Administrative Office | Yes |
| 5/13/2014 9:03 AM | County Counsel | Yes |
| 5/6/2014 5:27 PM | 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: May 20, 2014
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Acting Public Works Director
Subject: Temporary Road Closures for the 152nd Bridgeport Fourth of July Celebration

Recommended Action:

1. Receive staff report regarding the 2014 Fourth of July celebration in Bridgeport.
2. Consider and potentially adopt Resolution No. R14-__, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of County Roads in Bridgeport and the Temporary Detour of Traffic onto County Roads in Bridgeport from Highway 395 for the 152nd Annual Bridgeport Fourth of July Celebration."
3. Consider and potentially authorize Public Works to purchase necessary signs for the event.
4. Provide any desired direction to staff.

Fiscal Impact:

This year every effort will be made by Public Works to keep costs, staffing and equipment usage to a minimum. Last year's event resulted in a total cost of \$17,234 from the Road Fund and General Fund. This year's event runs four days long (Thursday through Sunday) and is expected that the costs to assist should be similar to last year although additional costs (approximately \$2,000) are required due to the need to purchase additional signs as required by Caltrans. The California Highway Patrol, Mono County Sheriff's Department and Mono County Public Works Road staff will provide appropriate personnel, signage, and equipment to maintain traffic control on Highway 395.

Discussion:

As in past years, the Department of Public Works has received a request from the Bridgeport Chamber of Commerce to close certain County roads in Bridgeport and to allow the temporary detour of traffic from Highway 395 onto other County roads in Bridgeport in conjunction with special events planned for the 152nd annual Fourth of July celebration, which is scheduled to take place from Thursday, July 3rd through Sunday, July 6th.

Public Works proposes to temporarily close portions of School and Bryant streets for vendors to set up over the four-day celebration. Sinclair Street is proposed to close on July 4th for street entertainment. Portions of Twin Lakes Road and South Twin Lakes Road will also be closed from 8 am to 11 am for the annual 3-mile walk and 5-mile run on July 4th. If approved, traffic will be detoured from Highway 395 and around Bridgeport's business sector via County roads for the duration of the Fourth of July parade, which is scheduled for 10 am to 11 am.

A draft resolution, attached with this report as Exhibit 1, has been prepared should the Board choose to approve the requested road closures and detour. The resolution satisfies requirements specified in Section 982 of the Streets and Highways Code for such an action.

In order to comply with Caltrans Traffic Control requirements additional signs must be purchased. The Bridgeport Chamber of Commerce has approximately \$1,500 to contribute to these signs. Mono County Public Works has the remaining \$2,000 available in their FY13-14 budget. The signs can be used for other events and road detours in the future.

If you have any questions regarding this item, please contact me at 760.932.5459. I may also be contacted by email at jwalters@mono.ca.gov.

Respectfully submitted,



Jeff Walters
Acting Public Works Director

Attachments: Exhibit 1 – Draft Resolution Authorizing Road Closures & Detours



RESOLUTION NO. R14-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE TEMPORARY CLOSURE OF COUNTY ROADS IN
BRIDGEPORT AND THE TEMPORARY DETOUR OF TRAFFIC ONTO
COUNTY ROADS IN BRIDGEPORT FROM HIGHWAY 395 FOR THE
152nd ANNUAL BRIDGEPORT FOURTH OF JULY CELEBRATION**

WHEREAS, the Bridgeport Chamber of Commerce has requested the temporary closure and use of certain County roads for community expositions associated with the 152nd annual Fourth of July celebration and the temporary closure of State Highway Route 395 for a parade route; and,

WHEREAS, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions and to consent to the temporary detour of traffic from Highway 395 onto County roads; and,

WHEREAS, through the years Bridgeport's annual Fourth of July celebration sponsored by the Chamber of Commerce has resulted in substantial benefits to the residents and businesses of Mono County and visitors to the County.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the following County streets in the community of Bridgeport may be closed, used for re-routing traffic and/or have restricted parking areas issued in conformance with the County's Special Events Policy and made available to the Bridgeport Chamber of Commerce consistent with the times and dates listed below:

1. School Street, from Highway 395 to Emigrant Street, and the west half of Bryant Street for that portion between School Street and Sinclair Street, from 4:00 p.m., Wednesday, July 2, 2014 until 8:00 a.m., Monday, July 7, 2014 for Independence Day activities.
2. Sinclair Street, From Highway 395 to Emigrant Street, from 7:00 a.m., Friday July 4, 2014 until 7:00 a.m., Saturday, July 5, 2014 for Independence Day activities.

3. South Twin Lakes Road and Twin Lakes Road, from South Twin Lakes Road to North Patterson Drive, from 8:00 a.m. to 11:00 a.m., Friday, July 4, 2014, for the 34th Annual Bridgeport 5-Mile Run and 3-Mile Walk.
4. Highway 395 through the community of Bridgeport, between Hayes Street and Twin Lakes Road, with the approval of the California Department of Transportation, will be closed to vehicle parking from 10:00 pm July 3rd, 2014 through 12:00 noon July 4th, 2014.
5. Highway 395 through the community of Bridgeport, between Hayes Street and Twin Lakes Road, with the approval of the California Department of Transportation, will be closed and traffic rerouted between the hours of 10:00 a.m. and 12:00 noon on Friday, July 4, 2014. Traffic will be re-routed as follows: Northbound US Route 395 traffic will be detoured right at onto eastbound State Route 182 at post mile 76.3, left onto Court Street at Post Mile 0.23, right on Stock Drive at the end of Court Street, left on Day Lane at the end of Stock Drive, right at first intersection on Emigrant Street, right on Northbound US 395 at Post Mile 77.1, end of Emigrant Street; southbound traffic will turn right onto Twin Lakes Road, left onto Kingsley Street, left onto Hayes Street and right onto southbound US Route 395 at Post Mile 76.42, end of Hayes Street.

BE IT FURTHER RESOLVED that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to utilize County equipment and personnel and to work with California Department of Transportation and California Highway Patrol officials to effectuate said road closures and detours.

APPROVED AND ADOPTED this 15th day of April, 2014, by the following vote of the Board of Supervisors, County of Mono:

AYES :
NOES :
ABSENT :
ABSTAIN :

Larry K. Johnston, Chairman
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

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Lynda Roberts
Clerk of the Board

Marshall Rudolph
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 20, 2014

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

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, Bill Van Lente 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.

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

| | | |
|-------------------|------------------------------|-----|
| 5/9/2014 12:54 PM | County Administrative Office | Yes |
| 5/13/2014 9:17 AM | County Counsel | Yes |
| 5/12/2014 9:13 AM | Finance | Yes |



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 20, 2014

TIME REQUIRED

SUBJECT

Closed Session - Conference with Real
Property Negotiators

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Conway Ranch. Agency negotiators: Marshall Rudolph and Tony Dublino. Negotiating parties: Mono County and Eastern Sierra Land Trust. Under negotiation: price and terms of payment (for conservation easement).

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 |
|--------------------|------------------------------|----------|
| 5/14/2014 11:17 AM | County Administrative Office | Yes |
| 5/13/2014 9:20 AM | County Counsel | Yes |
| 5/14/2014 9:57 AM | Finance | Yes |



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 20, 2014

Departments: Finance

TIME REQUIRED PUBLIC HEARING 1:00 P.M. / 15
minutes (5 minute presentation, 10
minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Megan Mahaffey

SUBJECT CDBG Income Reuse Plan Adoption

AGENDA DESCRIPTION:

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

Public hearing regarding and possible adoption of the Mono County Income Reuse Plan for the Mono County Community Development Block Grant (CDBG) Program.

RECOMMENDED ACTION:

1. Hold public hearing regarding CDBG Income Reuse Plan for Mono County. 2. Adopt Resolution #R14-_____, approving CDBG Program Income Reuse Plan with Jurisdictional Certifications. Provide any desired direction to staff.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Megan Mahaffey

PHONE/EMAIL: 760-924-1836 / mmahaffey@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:

Megan Mahaffey
Leslie Chapman

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [CDBG Income Reuse Plan Staff Report](#)
- [Adopting Resolution](#)
- [CDBG Income Reuse Plan](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|-----------------|
| 5/12/2014 9:21 AM | County Administrative Office | Yes |
| 5/13/2014 9:39 AM | County Counsel | Yes |
| 5/12/2014 9:13 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

To: Honorable Board of Supervisors

From: Leslie Chapman/Megan Mahaffey

Date: 05/20/14

Re: CDBG (Community Development Block Grant) Program Income Reuse Plan

Subject:

Approval of CDBG Program Income Reuse Plan.

Background:

The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. It provides annual grants on a formula basis to ensure decent affordable housing, provide services to the most vulnerable in our communities, and to create jobs through the expansion and retention of businesses.

The CDBG grants have a unique feature whereby funds collected from the payment of the loan are considered Program Income and must be reinvested by the County in accordance with the "Income Reuse Plan" that, in addition to your Board's approval, must be approved by and on file with the State. Without this plan, the County is not eligible for future CDBG grant funding. The allocations set forth in the Income Reuse Plan may be changed as the county deems appropriate, provided the Plan remains consistent with applicable HCD guidelines.

There are currently eight active loans in Mono County subject to the CDBG Income Reuse Plan. These loans were awarded for homeownership assistance starting in 2006. The loan amounts vary from \$33,363 – \$200,000. Provided the current buyers stay in their homes for the life of the loan and do not sell, 2036 is the earliest we would see Program Income. Although we do not anticipate any program Income in the near future, a Program Income Reuse Plan must be on file with the state to receive additional funding.

The Program Income Reuse Plan allows for allocation of Program Income into some or all of the following categories, at any percentage 0-100%;

- 1.) Housing Rehabilitation – Single Family (1-4 Units)
- 2.) Homeownership Assistance
- 3.) Business Assistance
- 4.) Microenterprise Financial Assistance

The following paragraphs include brief descriptions of the available categories for program income reuse. More in-depth descriptions can be found on the proposed Income Reuse Plan (attached).

Single Family Housing Rehabilitation Revolving Loan Account – Single Family

This program provides loans to rehabilitate residential units (1-4 units), occupied by income eligible households. One prerequisite includes only doing rehabilitation on residential property that has foreclosed. Staff does not recommend this option at this time because there are too few Mono County citizens that will benefit.

Homeownership Assistance

Homeownership assistance provides direct financial assistance for purchasing single family housing, by way of loans for residential property. This program must meet the objective of benefiting Low/Moderate income households and is therefore limited to benefiting households whose annual income is at or below 80 percent of the County's median income. Homeownership Assistance is currently active in Mono County and provides benefit to the work force as well as business owners by way of employee retention. Staff recommends allocating 100% of program income to this option effectively recycling the original loan proceeds back into homeowners' assistance for low income families.

Business Assistance

Business Assistance provides direct financial assistance for eligible businesses which create or retain permanent jobs for Low/Moderate-income households. This is done by requiring at least 51% of the full time job positions created or retained to be made available to persons whose households have an annual income at or below 80% of the jurisdiction's county median. This program has great potential to benefit many Mono County citizens and the community as a whole. Therefore staff will seek more immediate funding for this type of program as opposed to waiting for the existing loans to mature and therefore does not recommend including this program in the Income Reuse Plan.

Microenterprise Financial Assistance

Microbusiness Financial Assistance provides direct financial assistance to eligible start-up or existing microenterprise businesses. Microenterprises range in type and represent a range of service providers or retail businesses, but must be a for profit business with five or fewer employees, one of whom owns the enterprise. These projects must meet the Low/Moderate-income household's objective; therefore owners assisted under this program must be documented as having an annual household income at or below 80 percent of the County's median income. As with the Business Assistance, staff will seek more immediate funding through CDBG for this type of assistance for the growing number of local microbusinesses.

Recommendation:

Conduct a public hearing resulting in adoption of the proposed resolution approving and authorizing the Chair's signature on the Program Income Reuse Plan, with 100% of Program Income going to Homeownership Assistance. While all four programs are valuable and have great potential for a growing, positive impact on our community, the delayed timing of the loan payments prompted staff to recommend using the program income to perpetuate the Homeownership Assistance program and seek out more immediate funding for the other programs.



R14-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING
THE COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM INCOME REUSE PLAN WITH
JURISDICTIONAL CERTIFICATIONS**

WHEREAS, the County of Mono wishes to continue its participation in the Community Development Block Grant (CDBG) Program;

WHEREAS, a requirement of that participation is that the County approve and execute a CDBG Program Income Reuse Plan with Jurisdictional Certifications (the "PI Reuse Plan"); and

WHEREAS, on May 20, 2014, the Board of Supervisors held a duly noticed public hearing regarding its approval of the PI Reuse Plan; and

WHEREAS, after considering all information received at the public hearing, the Board now wishes to adopt the PI Reuse Plan;

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

SECTION ONE: The Board of Supervisors of the County of Mono hereby approves, and authorizes the Chairman of the Board to sign, the Community Development Block Grant Program Income Reuse Plan with Jurisdictional Certifications, which is attached to this Resolution as Exhibit A and incorporated by this reference.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2014, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Larry K. Johnston, Chairman
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
(CDBG)
PROGRAM INCOME (PI) REUSE PLAN
WITH
JURISDICTIONAL CERTIFICATIONS

This Agreement provides official notification of the Jurisdiction's PI Reuse Plan's (hereinafter, "PI Reuse Plan") approval under the State's administration of the Federal Community Development Block Grant Program (hereinafter, "CDBG" or "the Program") for Non-entitlement jurisdictions pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG Community Development Block Grant Program.

By completing this PI Reuse Plan and signing the end of this document, the Authorized Representative certifies the Jurisdiction has read, understands and will adhere to the Program Income (PI) Reuse Plan detailed in the first section of this document, the PI definitions and rules in the second section of this document, and Department of Housing and Community Development (the Department herein) terms and conditions in the third section of this document.

SECTION ONE: PROGRAM INCOME (PI) REUSE PLAN

JURISDICTION: _____

GOVERNING BODY ADOPTED ON: _____

This PI Reuse plan establishes policies and procedures for the administration and utilization of PI received as a direct result of eligible activities funded under the State of California CDBG Program (Department). All revenue received from CDBG funded activities are required to be used per this adopted plan.

DISTRIBUTION OF PROGRAM INCOME

Introduction: There are six (6) methods of distribution for PI listed below. The four (4) non-Revolving Loan Account obligation methods are optional and can be used on a case-by-case basis as needed for activity funding by the Jurisdiction.

The use of one or more Revolving Loan Account (RLA) is mandatory under this adopted PI Reuse Plan.

The _____ certifies that PI will only be distributed, as follows:

1. **Deposit into Revolving Loan Accounts (RLAs)**

The following RLAs are hereby established to utilize the _____ PI. *If an RLA activity is not going to be utilized, zero percent (0%) is to be indicated in percentage area below.* One or more of the RLAs will be utilized annually. The allocation of received PI to each RLA is as follows:

- A. _____ (*insert percentage, 0 to 100 percent (0%-100%)*) of PI received will be deposited into the **Housing Rehabilitation – Single Family (1-4 Units)** Revolving Loan Account (**HR-RLA**).
- B. _____ (*insert percentage, 0 to 100 percent (0%-100%)*) of PI received will be deposited into the **Homeownership Assistance** Revolving Loan Account (**HA-RLA**).
- C. _____ (*insert percentage, 0 to 100 percent (0%-100%)*) of PI received will be deposited into the **Business Assistance** Revolving Loan Account (**BA-RLA**).
- D. _____ (*insert percentage, 0 to 100 percent (0%-100%)*) of Received PI will be deposited into the **Microenterprise Financial Assistance** Revolving Loan Account (**ME-RLA**).

2. **PI Waiver Activity**

The _____ may utilize the Department’s PI Waiver process to commit PI to eligible activities that are not considered RLAs. The _____ will follow all PI Waiver procedural requirements as stated in the Program Income chapter of the Grant Management Manual (GMM). The _____ will obtain prior Department approval before expending any PI funds on a Waiver project. A PI Waiver project can only be approved if the total project/program cost for the proposed activity is on hand in the Jurisdiction’s PI account. The _____ understands that PI Waiver activities are limited to two “active” projects and/or programs and will remain active until close out has been completed and approved by the Department.

3. **Committal to Funding Application**

The _____ may choose to commit non-obligated RLA funds to one or more activities in an annual CDBG application for funding. Committed PI can only be expended when application and activities with committed PI are awarded, contracted, and have all special conditions cleared. PI committed to an application for grant funding must have the PI on hand at the time of application submittal and may not remove or add to the PI amount committed without prior Department approval.

4. Augmenting Funding to An Awarded Activity/Project

_____ may request that the Department allow PI to be added to a funded activity/project due to a funding short fall. To obtain Department approval, the _____ will submit justification to their CDBG Representative outlining in detail the need/reason for the augmentation of funding.

If the Department approves the augmentation (requires a Department contract amendment) the _____ would need to complete a Citizen Participation process before the Department would begin a contract amendment process.

This option only applies to awarded activities/projects and the Department will not approve adding a new activity to an awarded contract.

5. Fund Program Income General Administration (PI GA) Activities

The _____ may set aside up to seventeen percent (17%) of PI received from activities funded with CDBG funds for payment of eligible General Administration costs. The _____ may choose to move the PI GA to eligible CDBG activities, as noted above, but once the funds are removed from the PI GA account they cannot be put back at a later date.

6. Return to the Department

The _____ has the option to return PI back to the Department.

ADMINISTRATIVE PROCESS FOR DISTRIBUTION OF
PROGRAM INCOME

Introduction: CDBG is a federal funding source and requires a Citizen Participation process as part of utilizing any of the six (6) methods of distribution for PI listed above.

Below is a general description of how to conduct proper Citizen Participation process for each of the six (6) distribution methods. See the Department's current Grant Management Manual (GMM) Chapter on Citizen Participation for specific information and sample documents.

_____ certifies that:

1. The PI Reuse Plan will be formally adopted via public hearing and resolution of _____'s Governing Body, executed by Authorized Representative and fully executed by the Department. After the PI Reuse Plan is executed, the Jurisdiction reserves the right to set aside up to seventeen percent (17%) of PI received for payment of eligible GA costs. RLA activities which have PI funds being deposited into them may be activated with written Departmental approval.

The PI Reuse Plan may be amended by the _____'s Governing Body to change the distribution percentages in a RLA via public hearing and resolution, and receipt of the Department's written approval.

2. All PI Waiver requests will be submitted for the Department's written approval. After the Department's review of the activity for Eligibility and National Objective compliance, the PI Waiver will be formally adopted via public hearing and resolution of the _____'s Governing Body, as part of the PI Waiver Special Condition Clearance process.
3. PI committed to an open CDBG Contract to augment funding for an activity or committed to a pending application for grant funds will be formally adopted via public hearing and approval via resolution for an annual application submittal. Department approval and PI must be on hand.
4. Once a PI Reuse Plan has been executed by the Department, it is then in effect. GA PI funds can then be expended for eligible costs. GA PI funds will not be expended once the Reuse Plan is terminated by either party or the Reuse Plan has reached the 5 year expiration.
5. PI will be returned to the Department after a public hearing and formal resolution is passed by the _____'s Governing Body.
6. Each of the above administrative processes must be in compliance with the CDBG Citizen Participation process as specified in federal regulations at 24 CFR 570.486, Local Government Requirements.

ADMINISTRATION OF ELIGIBLE ACTIVITIES AFTER DISTRIBUTION

Introduction: Administration of all CDBG eligible activities conducted under the distribution methods must be conducted in compliance with all current State and federal regulations and policies.

The _____ will follow the Department's guidance for administering RLA activities, PI Waiver activities, or activities funded with PI committed to an open grant contract per the Department's current GMM Chapter regarding PI.

If ineligible activities or costs are paid for with CDBG PI, those funds must be returned to the _____ PI account using local jurisdiction funds.

1. RLA Administration

The _____ certifies that the four RLAs under this PI Reuse Plan will be administered under the following criteria:

- A. RLAs with a balance must be "**substantially revolving**," which means on an annual basis at least 60 percent (60%) of the funds in an RLA must be used for loans which will be repaid to a PI account, based on the distribution noted in this plan. Up to the remaining 40 percent (40%) may be expended on non-revolving activities, which include Activity Delivery (AD), and grants for the same activity as the RLA.

Note: General Administration costs are not considered part of the jurisdiction's RLA Activities and should not be used in the consideration of "substantially revolving".

- B. A RLA which is the same activity as any funded open grant activity will be "substantially expended" before grant funds are requested for the grant activity.

The Department considers "**substantially expended**", to mean having no more than \$5,000 in a RLA.

- C. PI funds shall not be transferred between RLAs after execution of this Plan without following the proper CDBG Citizen Participation process, which includes a public hearing resulting in a certified resolution being submitted to the Department for written approval. However, the transfer of PI between RLAs each fiscal year, in the aggregate amount of \$5,000 or less, is not be subject to the Citizen Participation requirement, as stated above; but does require prior written Department approval.

- D. All PI funded activities shall be provided to project activities located within the boundaries of the _____.

If an additional jurisdiction(s) receives benefit, a Joint Power's Agreement (JPA) between Jurisdictions(s) is required. The _____ must receive written approval from the Department prior to implementation and prior to parties' execution of the JPA between the parties.

- E. The _____ will submit program guidelines specific to each RLA activity for written Department approval. Once approval is issued to the Jurisdiction, the RLA will then be deemed active.

- F. This PI Reuse Plan will not be executed by the Department until all RLAs have clear distribution percentages listed above, and have Department approved program guidelines.

All CDBG PI Reuse Plans are limited to a five (5) year term from the date of execution.

PI funds within an RLA cannot be expended until this PI Reuse Plan is executed.

- G. Reporting on RLAs and other PI Activities will be required per the Department's current policies, including financial accounting of PI received and expended for RLAs and other PI Activities. Additionally, PI performance (National Objective data and beneficiary demographics) reported as HUD required accomplishment information will be required to be submitted in a timely manner or the Jurisdiction understands that it will be required to repay a PI account for ineligible cost or activities.

- H. AD costs are **only eligible** if one or more projects are funded and accomplishments (such as beneficiaries), for those activity(ies), on an annual basis, are reported on.

2. Eligible RLA Activities

The four (4) RLA(s) listed below each have a single eligible CDBG program activity. The _____ certifies that all CDBG rules pertaining to each eligible activity will be followed.

A. Housing Rehabilitation Revolving Loan Account

The CDBG eligible activity under this RLA is a single-family housing rehabilitation program. The program will be used for the purpose of making loans to rehabilitate residential units (1-4 units), occupied by income eligible households. The CDBG National Objective of benefit to Low/Moderate-income (Low/Mod) households will be met by limiting program participants to households that have an annual income at or below eighty percent (80%) of HUD median income limits for the _____'s **county**. Households will be income qualified based on the income calculation method specified in 24 CFR Part 5, and in accord with the Department's Income Manual.

Rehabilitation of "projects" (projects with five (5) or more units on one site) is not allowed under this RLA. Projects with five or more units must be funded via the annual grant process or through the PI Waiver process.

Jurisdictions wishing to include tenant occupied projects for the Housing Rehabilitation program must submit separate (distinguishable from the Owner Occupied Housing Rehabilitation guidelines) guidelines outlining the unique tenant occupied rules and processes.

The review and funding of requests for CDBG loans or grant assistance under this RLA shall be conducted under the Housing Rehabilitation Program Guidelines that have been adopted by _____ and approved in writing by the Department.

No more than 19 percent (19%) of program funds expended from this RLA shall be used for AD costs.

B. Homeownership Assistance (Homebuyer) Revolving Loan Account

The CDBG eligible activity under this RLA is acquisition of single family housing. The program will be used for the purpose of making loans to assist income eligible homebuyers to purchase a residential property (1-4 units). The CDBG National Objective of benefit to Low/Mod-income households will be met by limiting program participants to households that have an annual income at or below eighty percent (80%) of HUD median income limits. Households will be income qualified based on income calculation method specified in 24 CFR Part 5 and in accord with the Department's Income Manual.

The review and funding of requests for CDBG loans or grant assistance under this RLA shall be conducted under the Homeownership Assistance Program Guidelines that have been adopted by the _____ and approved in writing by the Department.

No more than 8 percent (8%) of the funds expended from this RLA shall be used for AD costs.

C. Business Assistance Revolving Loan Account

The CDBG eligible activity of Special Economic Development will be conducted under this RLA. Specifically, the RLA will fund a business assistance program that provides direct financial assistance for eligible businesses that propose projects which create or retain permanent jobs. The CDBG National Objective being met by the Special Economic Development activity will typically be benefit to Low/Mod-income persons. As such, at least fifty one percent (51%) of the full time job positions created or retained will be made available to persons whose households have an annual income at or below 80 percent (80%) or less of the _____'s **county** median income. Income eligibility is based on the income calculation method specified in 24 CFR Part 5, and in accord with the Department's Income Manual.

Business assistance projects under this RLA program may also meet the National Objective of elimination of slums and blight, but this must be approved by the Department in writing as part of the initial business's loan application.

Local review and underwriting of business assistance projects requesting a CDBG loan under this RLA shall be conducted under the Business Assistance Program Guidelines that have been adopted by _____ and approved in writing by the Department.

Each individual project funding request made under this RLA program must be submitted for Department review and written approval, prior to closing the loan.

No more than 15 percent (15%) of the total funds expended for business assistance activities shall be used for AD costs.

D. Microenterprise Assistance Revolving Loan Account

The CDBG eligible activity of direct financial assistance to eligible microenterprise businesses will be conducted under this RLA. Specifically, the RLA will fund a microenterprise direct financial assistance program that provides financial assistance to start up or existing microenterprise businesses. Eligible businesses must meet the HUD definition of microenterprise. A microenterprise is defined as a business that has five (5) or fewer employees including the owner(s). The only CDBG National Objective which will be used for this activity is benefit to Low/Mod-income households. As such, micro business owners assisted

under this program must be documented as having an annual household income at or below 80 percent (80%) of the Jurisdiction's **county** median income, based on income calculation method specified in 24 CFR Part 5, and in accord with the Department's Income Manual.

Local review and underwriting of microenterprise business assistance projects requesting a CDBG loan or grant under this RLA shall be conducted under the Microenterprise Financial Assistance Program Guidelines that have been adopted by the _____ and approved in writing by the Department.

Each individual project funding request made under this RLA program must be submitted for Department review and written approval, prior to closing the loan.

No more than 15 percent (15%) of the total funds expended for business assistance activities shall be used for AD costs.

3. Administration of Non-RLA Program Income Expenditures

A. Program Income Waiver Eligible Activities

_____ certifies that the PI Waiver Submission Process below will be followed if a PI Waiver is to be requested:

- 1) This process will involve discussion at a properly noticed public hearing, held in front of the _____'s Governing Body, and submission of a Certified Resolution as part of a PI Waiver Request to the Department, in accordance with current Department policy, and any subsequent policy, regulation, or statutory-guidance, in writing, from The Department.
- 2) Final commitment and expenditure of PI Waiver funds will not commence until clearance of all required Special Conditions have been met, and written Department approval has been issued to the _____.
- 3) Reporting on PI Waiver activities will take place per current Departmental policies and include financial accounting of PI received and expended for PI Waivers and PI Waiver activity performance.
- 4) PI Waiver activities must be fully funded with program income already on hand. Therefore, future PI may not be pledged to the PI Waiver activity.
- 5) Only two (2) PI Waiver agreements may be open and active at any one time.

B. Program Income Committed in an Annual Grant Application and Included in an Open Grant Agreement

_____ certifies that the PI Committed to a funded Annual CDBG Application will be:

- 1) Funded with PI currently on hand;
Future PI may not be pledged to an open grant activity.
- 2) Expended first and prior to requesting grant funds;
- 3) Administered in accordance with terms and conditions of the grant contract with the Department; and,
- 4) Reported using the Department's current PI and fiscal reporting forms. All PI activity performance data will be reported using grant and fiscal reports.

C. Program Income Added to an Existing Open Grant

_____ certifies that the PI committed to an existing CDBG Grant will be:

- 1) Approved by the Department, with a Grant Amendment fully executed before PI can be committed to a grant activity.
- 2) Funded with PI currently on hand.
Future PI may not be pledged to an open grant activity.
- 3) Expended first and prior to requesting grant funds.
- 4) Administered in accordance with terms and conditions of the grant contract with the Department.
- 5) Reported using the Department's current PI and fiscal reporting forms. All PI activity performance data will be reported using grant and fiscal reports.

4. Program Income General Administration (PI GA) Cost Limitation and Activities

_____ certifies that no more than 17 percent (17%) of the total amount of PI received annually will be expended for PI GA costs. These funds will accumulate annually and be carried from one fiscal year to the next if unexpended.

If more funds are expended than what is available in PI GA, the Jurisdiction will be required to return the over-expended GA amount back into their PI Account. *Additionally, any ineligible PI GA costs will also be required to be returned to their PI Account.*

GA eligible costs for PI are the same as open grant agreements with the Department. See the current CDBG Grant Management Manual (GMM) for list of eligible activities and allowable costs.

PI GA activity costs will be reflected on fiscal reports submitted to the Department as per current reporting forms and policies.

A. Planning Activities

The _____ reserves the option of utilizing PI, within the 17 percent (17%) PI GA annual cap to fund planning studies for CDBG eligible activities.

All proposed planning activities must receive written Department approval prior to expending PI on the activity.

Eligible planning activities funded with PI are the same as open grant agreements with the Department. See current NOFA for a list of eligible planning studies.

All planning activities must have a final product (report or study) resulting from the expenditure of PI.

Upon completion of the planning activity, the study must be formally accepted by the Jurisdiction and submitted to the Department for review.

The planning activity costs will be reflected on fiscal reports submitted to the Department.

B. Loan Portfolio and Asset Management Policies and Costs

The _____ certifies that it has asset management policies and loan portfolio servicing policies that are in compliance with HUD standards per 24 CFR Part 570. The use of CDBG funds creates public financial assets. The public financial assets created can be in the form of loans or other repayment instruments which result in PI. Financial assets may also be in the form of real property or chattel (equipment and fixtures). All assets created from the use of CDBG funds must be administered in compliance with OMB Circulars A-87, A-122 A-133, 24 CFR Part 85.

Loan payment tracking and collection systems must be put in place for collection purposes of all loans funded with CDBG. In addition, loan servicing policies and procedures must be in place to service the loan assets, ensuring repayment.

Costs of managing the portfolio of CDBG funded loans may be charged to PI under GA within the allowable limits set by the Department.

SECTION TWO: JURISDICTION ASSERTIONS AND CERTIFICATIONS

1. Requirements of Program Income

The PI Reuse Plan is intended to satisfy the requirements specified in federal statute and regulation at Section 104(j) of the Housing and Community Development Act ("the Act"), as amended in 1992 and 24 CFR 570.489(e) and (f). These statutory and regulatory sections permit a unit of local government to retain PI for CDBG-eligible community development activities. Under federal guidelines adopted by the State of California's CDBG Program, local governments are permitted to retain PI as long as the local government has received advance approval from the State of a local plan that will govern the expenditure of the PI. This plan has been developed to meet that requirement.

_____ certifies that their PI will be used to fund eligible CDBG activities that meet a National Objective and any public benefit requirements. Eligible activities, National Objective and public benefit requirements are specified in Federal Statute at Sections 104(b), 105(a) of The Housing and Community Development Act of 1974, and in Federal Regulations at 24 CFR 570.482 and 24 CFR 570.483. The Jurisdiction understands, if it is determined that an activity/project funded with PI that does not meet a National Objective and/or meet the public benefit requirement, the Jurisdiction will be required to use its own local funds to repay the PI Account.

2. Definition of Program Income

"Program Income" means gross income earned by the Jurisdiction from grant-funded activities and is subject to CDBG regulatory requirements pursuant to 24 CFR, Part 570.489(e) - Program Administrative Requirements as amended in the CDBG Final Rule, 24 CFR, Part 570.504 - Program Income, 24 CFR Part 85 – Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, and OMB Circulars A-87 and A-122 as applicable. These regulations include the requirement that the Jurisdiction record the receipt and expenditure of PI as part of the financial transactions of the grant activity(ies).

For activities generating PI that are only partially funded with CDBG funds, such income is prorated to reflect the actual percentage of CDBG participation. Examples of PI include but are not limited to: payments of principal and interest on housing rehabilitation or business loans made using CDBG funds; interest earned on PI pending its disposition; interest earned on funds that have been placed in a revolving loan account; net proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; and, income (net of costs that are incidental to the generation of the income) from the use or rental of real property that has been acquired, constructed or improved with CDBG funds and that is owned (in whole or in part) by the participating jurisdiction or sub-recipient.

3. Federal Nature of Program Income

_____ certifies that per 24 CFR 570.489(e)(2)(i), as amended in the CDBG Final Rule May 23, 2012, all PI received through a RLA, will be counted as PI regardless of the amount, and all PI generated through an open grant that is \$35,000 or less may either be:

- A. Counted and reported as PI, allowing the Jurisdiction to include that amount in its PI GA (17%) calculation; or,
- B. Not counted as PI and reported as such, which “de-federalizes” the funds, and allows them to be deposited into the Jurisdiction’s General Fund. Supporting accounting records and documentation must be in the Jurisdiction’s file to substantiate the calculations reported.

If PI is generated from a loan that is made partially from a RLA and partially from another source, then the PI accounting and reporting must reflect the correct amounts and proportions of PI from the RLA (counted and reported as PI Income) versus the amount generated from the other source, which may be accounted for and reported using either of the methods above.

4. Definition of Excessive Program Income

_____ certifies that if there is excessive PI (\$500,000 or more), which includes GA, at the end of the fiscal year they will be required to submit a plan (included in the Reporting form) for expending the funds to the Department for review and approval. The _____ understands that if no plan is submitted, or the plan is not approved by the Department, it risks having to return the PI to the Department. The _____ agrees to use the Semi Annual PI Report forms to describe the reason(s) for the excessive amount and the method(s)/plan(s)/reason(s) the _____ will use to reduce the amount over the coming year.

Should the Jurisdiction choose to ‘accumulate’ PI to fund a project that will cost more than \$500,000, the Jurisdiction must identify the project in their Semi Annual PI Report form with a detailed narrative about the project and the expected timing for the project to start and complete, with completion including the meeting of a national objective. Approval of a PI balance above \$500,000 will be made on a case-by-case basis.

5. Reporting of Program Income

_____ certifies that CDBG PI will be accounted for using the Department’s fiscal year (July 1 to June 30). All receipts and expenditures of PI in accordance with this PI Reuse Plan will be monitored and reported per the Department’s fiscal year cycle. _____ certifies that they will report using the Department’s reports/forms and will submit them in a timely manner.

6. Duration of This Program Income Reuse Plan

_____ and the Jurisdiction's Governing Body understand that this document is effective for five (5) years from the execution date by the authorized CDBG representative listed in this Agreement unless otherwise notified by the Department.. The Department has the Authority to void the Agreement with notice for cause.

7. Status of Program Income Upon Leaving State Non-Entitlement CDBG Program and Entering the CDBG Entitlement Program

_____ certifies that the Jurisdiction's Governing Body may move the PI earned under the State program to the Entitlement Program if/when the Jurisdiction is authorized and chooses to participate in the CDBG Entitlement Program provided the Jurisdiction's Governing Body certifies that the _____ has:

- A. Officially elected to participate in the Entitlement Grant Program;
- B. Agrees to use such PI in accordance with Entitlement Program requirements; and,
- C. Sets up Integrated Disbursement Information System (IDIS) access and agrees to enter receipt of PI into IDIS.
- D. The _____ submits the above to the State and receives the Department's approval to no longer report State CDBG PI to the Department.

8. Status of Program Income Upon Entering the State Non-Entitlement CDBG Program from the Entitlement CDBG Program

_____ certifies that the Jurisdiction's Governing Body will inform the Department in writing of the Jurisdiction's decision to either:

- A. Retain program income generated under Entitlement grants and continue to comply with Entitlement program requirements for program income; or
- B. Retain the program income and transfer it to the State CDBG program, in which case the Jurisdiction will certify that it will comply with the state's rules for program income and the requirements of 24 CFR 570.489(e) and (f).

9. Amendment of PI Reuse Plan

_____ certifies that it will adopt and submit for Department written approval a new version of this plan as updates are released by the Department.

SECTION THREE: DEPARTMENT TERMS, CONDITIONS AND AUTHORIZATION

TERMS AND CONDITIONS: _____ certifies that all terms and conditions listed below have been read and understood, and will be implemented and followed:

1. Authority & Purpose

This Agreement provides official notification of the Jurisdiction's PI Reuse Plan's (hereinafter, "PI Reuse Plan") approval under the State's administration of the Federal Community Development Block Grant Program (hereinafter, "CDBG" or "the Program") for Non-entitlement jurisdictions pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG Community Development Block Grant Program.

In accepting the PI Reuse Plan Approval, the Jurisdiction agrees to comply with the terms and conditions of this Agreement, all exhibits hereto and the representations contained in the Jurisdiction's PI Reuse Plan. Any changes made to the PI Reuse Plan after this Agreement is accepted must receive prior written approval from the Department of Housing and Community Development (Department).

2. Distribution for Reuse of PI

A. The Jurisdiction shall perform PI funded activities as described in the Distribution for Reuse in the PI Reuse Plan. All written materials or alterations submitted as addenda to the original PI Reuse Plan and which are approved in writing by the Department are hereby incorporated as part of the PI Reuse Plan.

The Department reserves the right to require the Jurisdiction to modify any or all parts of the PI Reuse Plan in order to comply with CDBG requirements. The Department reserves the right to review and approve all Work to be performed by the Jurisdiction in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made in writing by the Department.

B. The PI funded activities shall principally benefit Low/Mod-income persons or households (Low/Mod) whose income is no more than 80 percent (80%) of the median area income.

3. Sufficiency of Funds and Termination

The Department may terminate this Agreement at any time for cause by giving at least 14 days written notice to the Jurisdiction. Termination shall consist of violations of any terms and/or special conditions of this Agreement, upon the request of HUD, or withdrawal of the Department's expenditure authority.

4. Meeting National Objectives

All activities performed under this Agreement must meet one of the National Objectives determined by the HUD regulations as included in the Application authorized under Title I of the Housing and Community Development Act of 1974, as amended.

- A. Benefit to HUD defined Low/Mod-income person or household (LMI). The term Low/Mod-income is defined under CDBG as no more than 80 percent (80%) of the median area income, as determined by HUD, per Federal Regulation 24 CFR, Part 570.483(b); and/or;
- B. Prevention or elimination of slums or blight. In order for an activity to meet the National Objective of elimination of slums and blight, the activity must take place in an area that meets the definition of a blighted area and the project must be shown to eliminate blight or prevent further blight per Federal Regulation 24 CFR, Part 570.483(c).
- C. For Microenterprise Assistance activities, the Jurisdiction must only meet the benefit to Low/Mod-income person or household (LMI) National Objective.

5. Inspections of Activities

- A. The Department reserves the right to inspect any activity(ies) performed hereunder to verify that the activity(ies) is in accordance with the applicable federal, State and/or local requirements and this Agreement.
- B. The Jurisdiction shall inspect any activity performed by contractors and subrecipients hereunder to ensure that the activity(ies) is in accordance with the applicable federal, State and/or local requirements and this Agreement.

The Jurisdiction agrees to require that all activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

6. Insurance

The Jurisdiction shall have and maintain in full force and effect during the term of this Agreement such forms of insurance, at such levels as may be determined by the Jurisdiction and the Department to be necessary for specific components of the activity(ies) described in this Reuse Plan.

7. **Contractors and Subrecipients**

- A. The Jurisdiction shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
- 1) Contractors are defined as program operators or construction contractors who are procured competitively.
 - 2) Subrecipients are defined as public or private non-profit agencies or organizations and certain (limited) private for-profit entities who receive CDBG funds from an awarded jurisdiction to undertake eligible activities.
- B. An agreement between the Jurisdiction and any contractor or subrecipient shall require:
- 1) Compliance with the applicable State and federal requirements of this Agreement, which pertain to, among other things, labor standards, non-discrimination, Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace; and, Compliance with the applicable provisions relating to Labor Standards/Prevailing Wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
 - 2) Maintenance of, at minimum, the State-required Workers' Compensation Insurance for those employees who will perform the activity(ies) or any part of it.
 - 3) Maintenance of, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the activity(ies) or any part of it.
 - 4) Compliance with the applicable Equal Opportunity Requirements described in this Agreement.
- C. Contractors shall:
- 1) Perform the activity(ies) in accordance with federal, State and local housing and building codes, as are applicable.
 - 2) Provide security to assure completion of the project by furnishing the borrower and construction lenders with Performance and Payment Bonds, or other security approved in advance in writing by the Department.

D. Subrecipients shall:

- 1) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of five (5) years from date of termination of this Agreement, or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later.
- 2) Permit the State, federal government, the Bureau of State Audits, the Department and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

8. Obligations of the Jurisdiction with Respect to Certain Third Party Relationships

The Jurisdiction shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Activities funded under this agreement with respect to which assistance is being provided under this Agreement to the Jurisdiction.

The Jurisdiction shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Jurisdiction, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974.

9. Periodic Reporting Requirements

During the term of this Agreement, the Jurisdiction must submit the following reports by the dates identified, respectively, or as otherwise required at the discretion of the Department. The Jurisdiction's performance under this Agreement will be based, in part, on whether it has submitted the reports on a timely basis.

- A. Semi-Annual PI Expenditure/Performance Report: Submit by January 31 and July 31 of each year regardless of whether or not the Jurisdiction has any unspent PI. PI Waivers or open Grants with no accomplishment are not excluded to the reporting requirement.
- B. Annual Federal Overlay Reporting: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State Fiscal Year. Annual Reporting includes but is not limited to: Section 3, and Minority Owned Business/Women Owned Business (MBE/WBE).

- C. Wage Compliance Reports: Semi-annual Wage Compliance Reports are to be submitted by October 7 and April 7 during the entire construction period. The final Wage Compliance Report is to be submitted thirty (30) days after construction is completed.
- D. Any other reports that may be required as a Special Condition of this Agreement.

10. **Monitoring Requirements**

The Department shall perform a program and/or fiscal monitoring of the activity(ies). The Jurisdiction shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department. If findings are not adequately resolved in a timely manner, the Department may deduct points from the Jurisdiction's performance score on future applications.

Additionally, the Department reserve the right to suspend a jurisdiction's authority to expend PI (Waiver, RLA and/or PI attached to an open grant) based on significant compliance issues, reporting concerns or serious lack of cooperation in clearing PI monitoring findings.

11. **Signs**

If the Jurisdiction places signs stating that the Department is providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

12. **Audit/Retention and Inspection of Records**

- A. The Jurisdiction must have intact, auditable fiscal records at all times. If the Jurisdiction is found to have missing audit reports from the SCO during the term of this Agreement, the Jurisdiction will be required to submit a plan to the State, with task deadlines, for submitting the audit to the SCO. If the deadlines are not met, the Jurisdiction will be subject to termination of this Agreement and disencumbrance of the funds awarded. The Jurisdiction's audit completion plan is subject to prior review and approval by the Department.
- B. The Jurisdiction agrees that the Department or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Jurisdiction agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. The Jurisdiction further agrees to maintain such records for a period of five (5) years after final

payment under this Agreement. The Jurisdiction shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.

- C. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Jurisdiction.
- D. Absent fraud or mistake on the part of the Department, the determination by the Department of the allowability of any expenditure shall be final.
- E. For the purposes of annual audits under OMB Circular A-133 (The United States Office of Management and Budget Circular for Audits of States and Local Governments), Jurisdiction shall use the Federal Catalog Number 14.228 for the State CDBG Program.
- F. Notwithstanding the foregoing, the Department will not reimburse the Jurisdiction for any audit cost incurred after the expenditure deadline of this Agreement.
- G. The jurisdiction understands that the expenditure of PI is covered under the OMB A-133 Single Audit Requirements and will meet all these requirements and report said PI Expenditure along with grant funds each fiscal year.

13. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Jurisdiction, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Jurisdiction shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

14. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Jurisdiction of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

15. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Jurisdiction shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

16. Lead-Based Paint Hazards

Activity(ies) performed with assistance provided under this Agreement are subject to lead-based paint hazard regulations contained in Title 8 (Industrial Relations) and Title 17 (Public Health) of the CCR and 24 CFR, Part 35 (Lead Disclosure). Any grants or loans made by the Jurisdiction with assistance provided under this Agreement shall be made subject to the provisions for the elimination or mitigation of lead-based paint hazards under these Regulations. The Jurisdiction shall be responsible for the notifications, inspections, and clearance certifications required under these Regulations.

17. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Jurisdiction shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement “construction work” includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the “construction contract”). Where the construction contract will be between the Jurisdiction and a licensed building contractor, the Jurisdiction shall serve as the “awarding body” as that term is defined in the LC. Where the Jurisdiction will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the “awarding body.” Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

18. Compliance with State and Federal Laws and Regulations

- A. The Jurisdiction agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Jurisdiction, its subcontractors, contractors or subcontractors, and the Reuse activity(ies), and any other State provisions as set forth in this Agreement.
- B. The Jurisdiction agrees to comply with all federal laws and regulations applicable to the CDBG Program and to the activity(ies), and with any other federal provisions as set forth in this Agreement.

19. Anti-Lobbying Certification

The Jurisdiction shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this activity(ies) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

"The undersigned certifies, to the best of his or her knowledge or belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and,
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

20. Bonus or Commission, Prohibition Against Payments of

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance; or,
- B. The Department's approval of the Applications for additional assistance; or,
- C. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

21. Citizen Participation

The Jurisdiction is subject to the requirements concerning citizen participation contained in Federal Regulations at 24 CFR, Part 570.486, Local Government Requirements, Part 91.105 and 91.115.

22. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

23. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. The Jurisdiction shall report all perceived or actual conflicts of interest cases to the State for review before financial benefits are given.

24. Environmental Requirements

The Jurisdiction shall comply with the provisions of the National Environmental Policy Act (NEPA) by following the procedures contained in 24 CFR, Part 58. The Jurisdiction shall not undertake any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives under 24 CFR, Part 58.22 until HUD or the Department has issued an environmental clearance.

25. Equal Opportunity

A. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances

During the performance of this agreement, the Jurisdiction assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status, or religious preference, under any activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

B. Rehabilitation Act of 1973 and the "504 Coordinator"

The Jurisdiction further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR, Part 8, including, but not limited to, for Jurisdiction's with fifteen (15) or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator."

C. The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance

- 1) The activity(ies) to be performed under this Agreement are subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR, Part 135.34(a)(2).
- 2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 3) The Jurisdiction will include these Section 3 clauses in every contract and subcontract for Work in connection with the activity(ies) and will, at the direction of the Department, take appropriate action pursuant to the contract or subcontract upon a finding that the Jurisdiction or any contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR, Part 135 and, will not let any contract unless the Jurisdiction or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- 4) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a condition of the federal financial assistance provided to the activity(ies), binding upon the Jurisdiction, its successors, and assigns. Failure to fulfill these requirements shall subject the Jurisdiction, its contractors and subcontractors and its successors, to such sanctions as are specified by 24 CFR, Part 135 and those sanctions specified by this Agreement.

D. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or More

The Jurisdiction hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Jurisdiction furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

26. Flood Disaster Protection

- A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3 (a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to FDPA, Section 102(d) of said Act.
- B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said Act.
- C. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.
- D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required

notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

27. Federal Labor Standards Provisions

The Jurisdiction shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

- A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- B. "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) prohibits any person from (1) providing, attempting to provide, or offering to provide any kickback; (2) soliciting, accepting, or attempting to accept any kickback; or (3) including directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.
- C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5) are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Jurisdiction shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

28. Procurement

The Jurisdiction shall comply with the procurement provisions in 24 CFR, Part 85.36: Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.

29. Non-Performance

The Department shall review the actual National Objective and/or Public Benefit achievements of the Jurisdiction. In the event that the National Objective and/or Public Benefit requirements are not met, the Department will require the recapture of the entire PI expended on that project/activity. Additional remedies may include suspending the Jurisdiction's authority to use PI funds until the Jurisdiction has developed capacity to ensure future PI funds will be used for eligible activities that will meet a National Objective.

30. Relocation, Displacement, and Acquisition

The provisions of the Uniform Relocation Act, as amended, 49 CFR, Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 shall be followed where any acquisition of real property is carried out by the Jurisdiction and assisted in whole or in part by funds allocated by CDBG.

31. Uniform Administrative Requirements

The Jurisdiction shall comply with applicable Uniform Administrative Requirements as described in 24 CFR, Section 570.502, including cited Sections of 24 CFR, Part 85.

32. Section 3

The Jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing Regulations at 24 CFR, Part 135.

33. Affirmatively Furthering Fair Housing

The Jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the Jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

34. General Contract Conditions

The following conditions apply to all activities, including set aside activities. The Jurisdiction must meet the conditions within ninety (90) days of this Agreement's execution. Failure to meet the following Special Conditions may result in termination of this Agreement.

A. Environmental Compliance

The Jurisdiction shall have satisfied all National Environmental Policy Act (NEPA) requirements and California Environmental Quality Act (CEQA) requirements. CEQA shall be approved by the Jurisdiction. The level of compliance varies by activity. NEPA review must be completed by the Jurisdiction for each activity and approved in writing by Department staff prior to incurring costs on the activity(ies).

B. Acquisition/Relocation Compliance

The Jurisdiction must document its compliance with the Uniform Relocation Act, Section 104(d) before release of funds by the Department. The Jurisdiction must submit a specific relocation assistance plan for each activity which may result in temporary or permanent displacement. For projects where there will be temporary or permanent displacement, the Jurisdiction must submit signed General Information Notices (GINs) from

each tenant who was residing in the project at the time of Application submittal. If the Jurisdiction believes that there will be no displacement as a result of their activities, they must submit a letter explaining why no displacement or relocation will occur, which will be subject to written approval by the Department.

C. Site Control

The Jurisdiction shall demonstrate site control of the proposed project property by submitting evidence of one or more of the following to the Department:

- 1) Fee title;
- 2) A leasehold interest on the project property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance with all Program requirements;
- 3) An option to purchase or lease;
- 4) A disposition and development agreement with a public agency;
- 5) A land sale contract, or other enforceable agreement for the acquisition of the property; or,
- 6) All easements and right-of-ways (required for completion of the CDBG project) must be obtained.

D. Funding Commitments and Project Cost Estimates

All funding required for project completion must be documented and committed. If all funding is not committed, the Department shall terminate this Agreement. If the Jurisdiction has applied for other funding prior to the execution of this Agreement, the Jurisdiction must notify the Department as soon as that application is approved or denied. If the Jurisdiction must apply for other funding after the execution date of this Agreement, the Jurisdiction must apply at the earliest possible opportunity offered by the other funding source(s) and notify the Department as soon as that application is approved or denied.

A current third-party cost estimate must be provided by the engineer or architect for the project.

E. Activity Administration Documentation

There are four methods of administering and/or completing RLA activities:

- 1) Use of in-house staff only;
- 2) Subrecipient agreement(s) with qualified non-profit(s);

- 3) Consultants/contractors/others obtained through federal procurement procedures; and,
- 4) Any combination of the above methods.

The Jurisdiction must provide the following documentation demonstrating that one or more of these methods were used for the GA of the RLA and for all activities carried out under this Agreement.

- 1) Use of in-house staff only: If not previously provided in the Application, submit staff resumes and duty statements that clearly identify that Jurisdiction staff has capacity and experience to complete administration of the proposed activities in the Application.
- 2) Subrecipient agreement(s) with qualified non-profit(s): Subrecipients, and their respective agreements with the Jurisdiction must adhere to all Program requirements. Submit the subrecipient agreement that was executed between the non-profit and the _____. (Submitting draft documents for review prior to execution is recommended.) The scope of work in the subrecipient agreement must match the description of activity in this Agreement. Any parts of the activity description in this Agreement not covered by the subrecipient agreement must have separate procurement information. If the subrecipient is using CDBG funds to hire other consultants or subrecipients to do part or all of the Work then the procurement documentation or additional subrecipient agreements must be provided to the Department for review and approval.
- 3) Consultants: Submit procurement documentation that all third-party consultants are procured in accordance with Federal Procurement Procedures and the Grant Management Manual, as follows:

A copy of the document used to notify prospective consultants, such as a Request for Proposal or similar document.

A list of all bid respondents, showing respondents' contact information and the dollar amount of each proposal.

A brief description of the process used to select the consultant/contractor/other, including the rationale for the selection.

Additional information may be found in the Grant Management Manual, Program Operators.

F. Compliance With All Loans and/or Grant Agreements

Pursuant to this Agreement, the Jurisdiction must comply with State and Federal Laws and Regulations that pertain to matters applicable to the Jurisdiction. Prior to disbursement of any funds under this Agreement, the

Jurisdiction shall be in compliance with all loan and/or grant agreements to which it is a party, which are administered by the Department.

G. Easements and Rights-of-Way

If required for the completion of a CDBG project, the Jurisdiction must obtain all easements and rights-of-ways required for completion of the CDBG project within twelve (12) months of execution of this Agreement. Failure to obtain these may result in termination of this Agreement.

H. Section 504 Accessibility Requirements

- 1) Section 504 Regulations apply when CDBG funds are used on a new construction housing or public facility project or when an existing public facility or housing project with fifteen (15) or more units is being purchased and/or “substantially” rehabilitated. Qualified CDBG assisted housing projects are required to have a certain percentage of the units designed for and accessible to persons with mobility and sensory impairments.
- 2) For a federally assisted new construction housing project, Section 504 requires five percent (5%) of the dwelling units, or at least one unit, whichever is greater, to meet Uniform Federal Accessibility Standards or a standard that is equivalent or stricter, for persons with mobility disabilities. An additional two percent (2%) of the dwelling units, or at least one unit, whichever is greater, must be accessible for persons with hearing or visual disabilities.
- 3) Under Section 504, alterations are substantial (i.e. substantially rehabilitated) if they are undertaken to a housing project that has 15 or more units and the cost of the alterations is seventy-five percent (75%) or more of the replacement cost of the completed facility; and require that a minimum of five percent (5%) of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with mobility disabilities and an additional two percent (2%) of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with hearing or visual disabilities.
- 4) The Jurisdiction shall provide documentation satisfactory to the Department verifying that the required housing units or public facility described in the project comply with the accessibility standards. CDBG funds will not be released until the necessary documentation is provided. All CDBG funded programs must, to the greatest degree possible, be conducted in buildings which meet Section 504 accessibility standards.

I. Grantee's Data Universal Numbering System (DUNS)

The Jurisdiction shall provide the Department with a DUNS number for any contractor or subcontractor prior to release of any funds under this Agreement.

35. Community Development Activity Conditions

A. Homeownership Assistance

If the Work to be performed under this Agreement involves Homeownership Assistance, the following additional special conditions apply:

- 1) Program Guidelines: The Jurisdiction must submit a copy of its Homeownership Assistance Program Guidelines and its PI Re-Use Plan to the Department for review and approval within ninety (90) days of the execution date of this Agreement.
- 2) If the Jurisdiction proposed to assist homebuyers to purchase newly constructed units in its CDBG application under the Homeownership Assistance activity, the following requirements must be met:
 - a) The units must have been available for sale to the general public;
 - b) Development of the new subdivision must not be dependent upon the funding of the homebuyer loan;
 - c) CDBG funds shall not be used for construction; and,
 - d) Homeownership Assistance loans will not be approved prior to the foundation of the housing being in place.

B. Housing Rehabilitation

If the Work to be performed under this Agreement involves Housing Rehabilitation, the following additional special conditions apply:

- 1) Program Guidelines: The Jurisdiction must submit a copy of its Housing Rehabilitation Program Guidelines and its PI Re-Use Plan to the Department for review and approval.
- 2) Affordable Rent: If the Jurisdiction's Housing Rehabilitation Program provides for rehabilitating rental properties, the Jurisdiction must submit to the Department its provisions for assuring affordable rent for the LMI occupants. Jurisdiction may include this information as part of the Housing Rehabilitation Program Guidelines.

36. Economic Development Activity-Specific Conditions

A. Restrictions on CDBG-Assisted Public Property

CDBG funds can be used by the Jurisdiction to purchase or rehabilitate public property. The change of use of real property provisions contained in 24 CFR 570.489(i) apply to real property within the unit of general local government's control (including activities undertaken by subrecipients), which was acquired or improved in whole or in part using CDBG funds in excess of the threshold for small purchase procurement (currently \$100,000). The restrictions shall apply from the date CDBG funds are first spent for the property until five (5) years after completion of the project. See the Federal Regulations for the full text of this regulation. The Jurisdiction must provide documentation of proper restriction on assisted property.

B. Business Assistance Activity

- 1) Jurisdictions implementing Business Assistance (BA) Loans, shall submit program guidelines that ensure compliance with CDBG underwriting requirements as described in 24 CFR 570, Appendix A, "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements" and with public benefit requirements contained in 24 CFR 570.482(f).
- 2) Jurisdictions implementing a BA loan shall provide a written Employment Agreement required to be executed between the Jurisdiction and the business owner [requirements of the Employment Agreement are described in 24 CFR 570.506 (b), (5), and (6)]. The written Employment Agreement must include a commitment by the business that the jobs are to be created or retained by the termination date of this Agreement and that at least fifty-one percent (51%) of all jobs created or retained (on a FTE basis) will be held by LMI persons. The Employment Agreement shall specify that, prior to receiving assistance, the business shall agree to:
 - a) Provide a listing, by job title, of the permanent jobs projected to be created;
 - b) Identify which jobs, if any, are part-time and the annual hours of work for each position;
 - c) Identify which jobs are projected to be filled by LMI; and,
 - d) Provide periodic reporting (semi-annual) not limited to: listing jobs, by job title, of all the permanent jobs actually filled, and which of those jobs are held by members of the LMI.

C. Microenterprise Assistance Activities

- 1) Jurisdictions implementing a Microenterprise Assistance activity for technical assistance and/or microenterprise loans, shall submit program guidelines that ensure compliance with CDBG requirements. Specifically, guidelines must ensure that all beneficiaries of the program are eligible micro enterprises, per HUD definitions. A microenterprise must:
 - a) Have all owners of the business documented as meeting HUD family income eligibility standards; and,
 - b) Have documentation that the business's owners and employees are five (5) or fewer in number.
- 2) When implementing a Microenterprise Program, the program guidelines shall include the proposed benefits, eligible activities and ongoing evaluation of program services. The guidelines will include a Beneficiary Tracking Plan, which defines the goals; identifies the roles and responsibilities of the service providers; identifies the market and focuses the outreach; defines the screening and referral process; and, tracks the beneficiaries through the program's level of service. The Beneficiary Tracking Plan shall also describe the roles and responsibilities of the Jurisdiction and/or program operator for meeting the reporting requirements of the State CDBG Program.
- 3) When implementing a Microenterprise Program that is part of an integrally-related component of a larger project where non-LMI persons will be extended training and supportive services, shall submit guidelines including the methodology describing how CDBG funds will only be used towards the assistance of LMI to LMI persons under the Jurisdiction's activity.
- 4) Jurisdictions implementing a Microenterprise activity for loans to microenterprises made with Grant funds or PI funds, shall submit guidelines that ensure compliance with CDBG underwriting requirements as described in 24 CFR, Part 570, Appendix A, "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements."
- 5) If under this Agreement, a Microenterprise Façade Improvement activity is being implemented, the Jurisdiction shall submit program guidelines that ensure compliance with CDBG National Objective requirements, as described in 24 CFR 570, Appendix A, "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements."

D. Required Agreements for Assisted Businesses

The Jurisdiction shall execute a written agreement between the Jurisdiction and the business receiving CDBG funds (loans or grants) under this Agreement to ensure compliance with CDBG State and federal regulations. The written agreement shall contain language to ensure each business complies with the terms of this Agreement, Exhibit A, as well as each of the criteria as set forth in 24 CFR 570.506 (b)(4) and (c).

- 1) Each agreement between the Jurisdiction and the business(es) shall be submitted to the Department for review and written approval, prior to execution by the business and _____.
- 2) Each agreement shall require the business to report employee information periodically (semi-annual) to the Jurisdiction. The report shall list each job position by job title and number of annual hours worked and LMI status. The report shall list all the permanent jobs actually created or retained, and identify which of those job positions are held by members of the LMI. Additionally, the report shall include the demographics of job holders (ethnicity/race, disability, status, gender, and head of household status).
- 3) Each agreement shall require the business(es) submit a Data Universal Numbering System (DUNS) number and be verified as not being on the current federal debarred list, prior to receiving any CDBG financial assistance. The agreement shall require proof of proper insurance for secured collateral and protecting the Jurisdiction. The agreement shall reference this Agreement between the Department and the Jurisdiction. The agreement shall contain all other special conditions as directed by the Department or local loan committee. The agreement shall include but is not limited to the following conditions:
 - a) Maintaining a specific annual debt service level; and,
 - b) Requiring a quarterly review of the businesses financial statements with the owner and accounting staff.

37. Community and Economic Development Planning Activities

A. Non-Implementation Activity

In some cases, the Department may allow a Jurisdiction to first complete a Household Income Survey and/or a Market Study in order to document low-income benefit for the proposed study. In such cases, the Jurisdiction must conduct the survey according to CDBG standards and submit the survey for review and written approval by the Department, prior to initiating any further study activities. All Non-Implementing/Planning Activities pursuant to this Agreement must be funded with PI General Administration (PI GA).

B. Implementation Activity

Implementation Activities are not permitted under this Agreement using PI GA funds.

Certified Approving Resolution Is Attached

I certify that the foregoing is true and correct, and will follow all requirements of this agreement. I understand that my certification also acknowledges that serious compliance issue with the above requirements could result in the State suspending _____ authority to expend PI or may require _____ to return unused PI to the State until the _____ clears the serious compliance issues.

Signature of Authorized Representative

Date Signed

Name and Title of Authorized Representative

Signature of CDBG Section Chief

Date Signed

Name of CDBG Section Chief



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 20, 2014

Departments: Finance

TIME REQUIRED PUBLIC HEARING 1:15 P.M. / 15
Minutes (5 min presentation, 10 min
discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Megan Mahaffey

SUBJECT CDBG Homebuyer Program
Guidelines

AGENDA DESCRIPTION:

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

Public hearing regarding Community Development Block Grant (CDBG) Homebuyer Assistance Program Guidelines.
Resolution of the Mono County Board of Supervisors Approving CDBG Homebuyer Program Guidelines with Jurisdictional
Certifications.

RECOMMENDED ACTION:

Conduct public hearing. Consider and potentially adopt Resolution #R14-_____, adopting CDBG Program Guidelines as
presented or amended. Provide any desired direction to staff.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Megan Mahaffey

PHONE/EMAIL: 760-924-1386 / mmahaffey@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:

Megan Mahaffey
Leslie Chapman

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [CDBG Homebuyer Guidelines Staff Report](#)
- [Adopting Resolution](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|-----------------|
| 5/12/2014 9:16 AM | County Administrative Office | Yes |
| 5/13/2014 2:43 PM | County Counsel | Yes |
| 5/12/2014 9:14 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
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*P.O. Box 556
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(760) 932-5490
Fax (760) 932-5491*

To: Honorable Board of Supervisors
From: Leslie Chapman/Megan Mahaffey
Date: 05/20/14
Re: CDBG (Community Development Block Grant) Homebuyer Program Guidelines

Subject:
Approval of CDBG Homebuyer Program Guidelines

Background:
The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Mono County received their first CDBG award for Homebuyer assistance in 2006. The California Department of Housing and Community Development requires Community Development Block Grant Homebuyer Program Guidelines to be on file with the state.

Mono County has received over \$1,000,000 in CDBG grant funding that has been distributed by way of loans ranging from \$33,363 – \$200,000 to first time homebuyers by way of gap financing with deferred loan payments. This Homebuyer Program has been implemented through a Sub recipient agreement with Mammoth Lakes Housing (MLH.) The homebuyer program provides financial assistance in the form of deferred payment loans to provide “Gap” financing toward the purchase price and closing costs of affordable housing units that will be occupied by the homebuyers. All applicants must certify that they meet the household income eligibility requirements for the applicable Housing and Community Development program(s) and have their household income documented. All applicants must have incomes at or below 80% of the County’s area median income (AMI), adjusted for household size, as published by the California Department of Housing and Community Development each year. The income limits in place at the time of loan approval will apply when determining applicant income eligibility.

Recommendation:
Conduct a public hearing resulting in the adoption of the proposed resolution approving and authorizing the Chair’s signature on the Homebuyer Program Guidelines to fulfill the state requirement of having adopted Homebuyer Program Guidelines on file.

Fiscal Impact:
None at this time.



R14-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING
THE COMMUNITY DEVELOPMENT BLOCK GRANT
HOMEBUYER PROGRAM GUIDELINES**

WHEREAS, the County of Mono wishes to continue its participation in the Community Development Block Grant (CDBG) Program;

WHEREAS, a requirement of that participation is that the County approve Homebuyer Program Guidelines (the "Guidelines"); and

WHEREAS, on May 20, 2014, the Board of Supervisors held a duly advertised and noticed public hearing regarding its approval of the Guidelines; and

WHEREAS, after considering all information received at the public hearing, the Board now wishes to adopt the Guidelines;

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

SECTION ONE: The Board of Supervisors of the County of Mono hereby approves, and authorizes the Chairman of the Board to sign, the Mono County Community Development Block Grant Homebuyer Program Guidelines, which are attached to this Resolution and incorporated by this reference.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2014, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Larry K. Johnston, Chairman
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

County of Mono

Homebuyer Program Guidelines

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HOMEBUYER PROGRAM GUIDELINES

Mono County

1.0. GENERAL

The above-named entity, hereinafter referred to as the “Sponsor” has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer one or more HCD-funded homebuyer programs. The homebuyer program described herein (the “Program”) is designed to provide assistance to eligible homebuyers in purchasing homes, also referred to herein as “housing units”, located within the Program’s eligible area, as described in Section 2.1. The Program provides this assistance in the form of deferred payment “silent” second priority loans as “Gap” financing toward the purchase price and closing costs of affordable housing units that will be occupied by the homebuyers. The Program will be administered by Mono County, (the “Program Operator”). (Note: Program Operator may be the Sponsor, or may be a named contractor, consultant, or subrecipient that has been approved by the Sponsor.) **Note: For CDBG the Sponsor is the Grantee.**

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

- A. The Fair Housing Lender logo will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. (For HOME, the Sponsor shall develop a Fair Housing Marketing Plan prior to project set up). Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homebuyer classes to help educate homebuyers about the home buying process and future responsibilities. Persons who have participated in local homebuyer seminars will be notified about the

Program.

- B. The Program Operator will work closely with local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be encouraged to have their customers participate in the Program.
- C. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Sponsor should take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

1.2. APPLICATION PROCESS AND SELECTION

- A. The Sponsor maintains a waiting list of applicants. Each applicant is asked to complete an application form, which asks for sufficient information concerning income, employment, and credit history to establish preliminary eligibility for Program participation. Complete applications are date and time stamped, therefore, assistance is given on a first-come-first-served basis. Applications are only deemed complete if all information is completed, the application is signed and dated, and a primary lender's pre-qualification letter is attached to the application. Incomplete applications are returned to the applicant and will not be date/time stamped until complete.
- B. Once the applicant's name comes to the top of the waiting list their Program eligibility is confirmed and they are invited to a briefing regarding participation in the Program. At the briefing the application is reviewed and the potential homebuyer is given a "Preliminary Eligibility Letter" for the Program along with the following forms: Program Brochure, Attachment (I) Instructions to Home Buyer, List of Participating Lenders, Attachment (F) Sellers Lead-Based Paint (LBP) Disclosure, (G) LBP Contract Contingency Language and the EPA Booklet (Protect Your Family from Lead in Your Home) and (H) Notice to Seller.
- C. The potential homebuyer is given 90 days in order to find a qualified home and begin securing a primary loan for the housing unit. If during the 90-day time frame, the potential homebuyer is unable to purchase a home, an extension may be given. However, if it appears the potential homebuyer cannot participate in the Program, the reservation of funds expires and the next person on the waiting list is given an opportunity to participate in the Program.

1.3. THE HOME PURCHASE PROCESS

A. The following is a simplified example of how a primary lender would analyze a homebuyer's finances to determine how much the homebuyer could afford to borrow from the primary lender towards homeownership.

| DEBT SERVICE | | | |
|--|------------|-------------------------------|--------------------|
| FOR A FAMILY OF FOUR EARNING \$2,500 PER MONTH | | | |
| HOUSING PAYMENTS | | TOTAL OVERALL PAYMENTS | |
| Principal & Interest Payment | \$ 580 | \$ 750 | Housing |
| Insurance | 50 | +250 | Other Debt Service |
| Taxes | <u>120</u> | \$1,000 | Total Debt Service |
| Total Housing Expense | \$750 | | |
| (Overall debt service per month is 40% of \$2,500) | | (PITI is 30% of \$2,500) | |
| OTHER HOUSEHOLD DEBT SERVICE | | | |
| Car Payment | | \$150 | |
| Credit Card Payment | | <u>100</u> | |
| Total Other Debt | | \$250 | |
| A \$580 per month loan payment equates to borrowing \$96,750 at 6% for a 30-year term. | | | |

| SUBSIDY CALCULATION | |
|---|------------------|
| FOR A FAMILY OF FOUR EARNING \$2,500 PER MONTH | |
| Purchase Price of Property | \$ 120,000 |
| Less Primary loan amount | 96,750 |
| Less down payment of 3% | <u>3,600</u> |
| Equals " GAP " | \$ 19,650 |
| Plus estimated allowable settlement charges | <u>3,000</u> |
| Equals Total Subsidy | \$ 22,650 |

B. The housing unit selection process will be conducted by the homebuyers. Prior to making an offer to purchase an eligible housing unit (see Section 3.0), homebuyer shall provide seller with a disclosure containing the following provisions: (Depending on the HCD Program)

- 1) Homebuyer has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement;

- 2) Homebuyer's offer is an estimate of the fair market value of the housing unit, to be finally determined by a state licensed appraiser;
 - 3) The housing unit will be subject to inspection;
Note: For CDBG local health and safety standards and for HOME the housing unit must comply with local codes at the time of construction. CalHome has not established conditions of housing units that are to be purchased but has elected to leave this requirement to the Sponsor.
 - 4) All housing units built prior to January 1, 1978 will require a lead paint disclosure to be signed by both the homebuyer and Seller (Attachment F);
 - 5) Since the purchase would be voluntary, the seller would not be eligible for relocation payments or other relocation assistance;
 - 6) The seller understands that the housing unit must be either: currently owner-occupied, newly constructed, a renter purchasing the unit, or vacant for four months prior to submission of the purchase offer.
 - 7) If the seller is not provided with a statement of the above six provisions prior to the purchase offer, the seller may withdraw from the agreement after this information is provided.
- C. Applicant submits executed standard form purchase and sale agreement and primary lender prequalification letter to Program Operator. The purchase and sale agreement will be contingent on the household and housing unit meeting Program eligibility requirements and receiving Program loan approval. Program Operator verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these guidelines.
- D. Any work to be completed after purchase will be undertaken through the Program's housing rehabilitation program. **Note: For HOME the housing unit must meet code no later than two years after transfer and be free from health and safety defects prior to initial occupancy. CalHome funds shall only be used for permanent gap financing for a housing unit ready for occupancy with the exception of primary loan obtained through HUD or USDA, which addresses rehabilitation of the housing unit.**
- E. Program Operator, where Program Operator is not the Sponsor, submits recommendation to the Sponsor for approval or denial, including the reasons for the recommendation. Sponsor determines Applicant's approval or denial, and instructs Program Operator to notify Applicant. Program Operator provides written notification to Applicant of approval or denial with reason and, if denied, a copy of the Program's appeal procedures.
- F. When Primary Lender requirements are met, Program funds are

deposited into escrow, with required closing instructions and loan documents.

- G. At the time of escrow closing, the Sponsor shall be named as an additional loss payee on fire, flood, if required, and extended coverage insurance for the length of the loan and in an amount sufficient to cover all encumbrances or full replacement cost of the housing unit.

1.4. HOMEBUYER COSTS

- A. Eligible households must document that they have the funds necessary for down payment and closing costs as required by the Primary Lender and the Sponsor. The Program's down payment requirement (below) is in place even if the Primary Lender has a lower down payment requirement.
- B. Homebuyer funds shall be used in the following order:
 - 1) Down payment - Minimum Requirement: excluding one percent (2%) required from homebuyer.
 - 2) To the extent possible after satisfying 1), above, appraisal fee; cost of credit report; the loan origination fee; discount points customary homebuyer closing costs; homebuyer's customary portion of the escrow fees; title insurance; and, the establishment of impound accounts for property taxes and insurance.
 - 3) After 1) and 2), above, are satisfied, any balance of homebuyer funds may be applied either to the purchase price or to reduce the interest rate of the primary loan as necessary.
- C. If the items in B.2), above cannot be satisfied with homebuyer funds, the Sponsor may provide Program loan assistance to cover the remaining balance.
- D. Sponsor may not provide more than 50 percent of the down payment required by the primary lender (**CDBG requirement**). Sponsor may also provide sufficient assistance, as Program loan principal, to reduce the monthly payments for PITI to an affordable level of household income. The subsidy will write down the cost of the primary lender's loan so that the payments of PITI are within approximately 30 to 35 percent of the gross household income. The Program Operator will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it conforms to the requirements of the HCD funding Program.

1.5. HOMEBUYER EDUCATION

Buying a home can be one of the most confusing and complicated transactions anyone can make. Providing the future homebuyer with informative homebuyer education training, can bring success to the Sponsor, Program Operator, the Program and most importantly, the homebuyer. It has been documented that first-time homebuyers that have had homebuyer education have the ability to handle problems that occur with homeownership. All Program participants are required to attend a Sponsor-approved homebuyer education class (**a CalHome requirement**). The homebuyer education class may cover such topics as the following: preparing for homeownership; available financing; credit analysis; loan closing; homeownership responsibilities; home maintenance; and loan servicing.

1.6. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's program contains Federal funds, the following shall be addressed: in accordance with title 24, Section 570.611 of the Code of Federal Regulations, no member of the governing body and no official, employee or agent of the local government, nor any other person who exercises policy or decision-making responsibilities (including members of the loan committee and officers, employees, and agents of the loan committee, the administrative agent, contractors and similar agencies) in connection with the planning and implementation of the Program shall directly or indirectly be eligible for this Program. Exceptions to this policy can be made only after public disclosure and formal approval by the governing body of the locality.

1.7. NON-DISCRIMINATION REQUIREMENTS

The Program will be implemented in ways consistent with the Sponsor's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with State funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

2.0 APPLICANT QUALIFICATIONS

2.1. CURRENT INCOME LIMITS FOR THE AREA, BY HOUSEHOLD SIZE

All applicants must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD each year.

**2007 median family income for non-metropolitan counties statewide,
applies to 18 counties***

| Number of Persons in Household | | | | | | | | |
|---------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 80% of AMI | \$28,850 | \$32,950 | \$37,100 | \$41,200 | \$44,500 | \$47,800 | \$51,100 | \$54,400 |

*Sponsor will insert the limits for the county in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained, income limits is:

http://www.hcd.ca.gov/hpd/hrc/rep/state/cdbg_home07.pdf

Household: means one or more persons who will occupy a housing unit.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria, as shown in the most recent HCD program-specific guidance, will be followed to independently determine and certify the household's annual gross income. The Program Operator should compare this annual gross income to the income the Primary Lender used when qualifying the household. The Primary Lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month

period, and will be used to determine program eligibility. For those types of income counted, gross amounts (before any deductions have been taken) are used; and the types of income that are not considered would be income of minors or live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income. The link to Annual Income Inclusions and Exclusions is:

<http://www.hud.gov/offices/cpd/affordablehousing/training/web/calculator/definitions/part5.cfm>

See Attachment A: 24 CFR Part 5 Annual Income Inclusions and Exclusions

NOTE: Non-occupant co-signers will not be required to submit income and asset documentation. Co-signers income will not be included in the household income determination. Co-signers are acceptable as long as their names do not appear on the Grant Deed or Deed of Trust.

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. ***(Note: it is the income earned – e.g. interest on a saving's account – not the asset value, which is counted in annual income.)***

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset. The Link to Asset Inclusions and Exclusions is:

<http://www.hud.gov/offices/cpd/affordablehousing/training/web/calculator/definitions/part5.cfm>

See Attachment B: Part 5 Assets Inclusions and Exclusions

2.3. DEFINITIONS OF AN ELIGIBLE HOMEBUYER

- A. An eligible homebuyer means an individual or individuals or an individual and his or her spouse who meets the income eligibility requirements and is/are not currently on title to real property. Persons may be on title of a manufactured home unit, who are planning to sell the unit as part of buying a home located on real property.

Documentation of homebuyer status will be required for all homebuyers. **Note: Jurisdictions with CDBG-funded programs may develop their own definitions of an eligible homebuyer, and may choose to assist eligible homebuyers who are not “first-time” homebuyers.** HOME- and CalHome-funded Programs are required to use the following definition of an eligible homebuyer, which is a “first-time homebuyer” from 8201 (k) Title 25 California Code of Regulations:

- B. “First-time homebuyer” means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:
- 1) a displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;
 - 2) a single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; and
 - 3) an individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:
 - a) not permanently affixed to a permanent foundation in accordance with local or state regulations; or
 - b) not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.

3.0. HOUSING UNIT ELIGIBILITY

3.1. LOCATION AND CHARACTERISTICS

- A. Housing units to be purchased must be located within the eligible area. The eligible area is described as follows: (for example, “Within the _____ City limits”; or “In the target area known as _____”, or; for HOME, “Within the unincorporated area of _____ County”, or; “Within the community of _____ as further defined by the map attached as Exhibit ___.”
- B. Housing unit types eligible for the Homebuyer Assistance Program are new or previously owned: single-family detached houses, halfplex, duplex, triplex or quadplex houses, condominiums, or manufactured homes in mobile home parks or in a common-interest development or on a single-family lot and placed on a permanent foundation system. HOME does not allow manufactured homes unless it is located on a permanent foundation system.
- C. All housing units must be in compliance with State and local codes and ordinances.
- D. Housing units located within a 100-year flood zone will be required to provide proof of flood insurance in order to close escrow.

3.2. CONDITION

- A. Construction Inspection and Determining Need for Repairs.

Once the participating homebuyer has executed a purchase agreement for a housing unit not requiring participation in Sponsor’s housing rehabilitation program, and prior to a commitment of Program funds, the following steps must be taken for the housing unit to be eligible for purchase under the Program:

- 1) The Program Operator’s construction inspector will walk through the housing unit, determine if it is structurally sound, and identify any code related and health and safety deficiencies that need to be corrected. A list of code related repair items will be given to the homebuyers and their Realtor to be negotiated with the seller.
- 2) When the Sponsor’s Program utilizes Federal funds and if the housing unit was constructed prior to 1978 then the lead-based paint requirements of Section 3.2.E will apply.
- 3) A clear pest inspection report will be required for each housing unit. Smoke detectors will be installed if there are none in

place. The Program Operator will encourage each homebuyer to secure a homeowner's warranty policy as part of the purchase of a resale housing unit.

- 4) Upon completion of all work required by the construction inspector, a final inspection will be conducted prior to close of escrow. The inspector will sign off on all required construction work assuring that each housing unit receiving Program assistance is in compliance with local codes and health and safety requirements at the time of purchase and prior to occupancy.

- B. After a home is purchased using this Program (unless a commitment is made to rehabilitate the home in conjunction with the purchase) such home shall not be eligible for the Sponsor's housing rehabilitation program, if any, for the relevant period of affordability. **Note: All three HCD programs allow purchase and rehabilitation concurrently.**

Note: For HOME-funded programs - during the first year after the rehabilitation project is complete, the Sponsor may commit additional funds to a project. After the first year, no additional HOME funds may be provided during the period of affordability (except a homebuyer may be assisted to acquire a unit previously assisted with HOME funds).

- C. If the assisted homebuyer is acquiring and rehabilitating a home with Program funds:

- 1) The housing unit must be free from any defects that pose a danger to the health and safety of occupants before occupancy (**and for HOME-funded programs any deficiencies must be corrected not later than six months after the transfer is made to the owner**). The construction inspector must inspect the housing unit again at project completion. The housing unit must meet written rehabilitation standards and local codes and ordinances at project completion (**and for HOME within two years of property transfer to the owner**).

- 2) The Sponsor's Housing Rehabilitation Guidelines will be adhered to.

- D. Housing unit size shall be sufficient to meet the needs of the homebuyer household, without overcrowding. Generally, this means not more than two persons per bedroom or living room.

- E. Lead Based Paint Hazards: All housing units built prior to 1978 for which HOME or CDBG funding is anticipated are subject to the requirements of this section 3.2.E. Such homes must undergo a visual assessment by a

person who has taken HUD's online Visual Assessment course. Deteriorated paint must be stabilized using work safe methods. Clearance must be obtained after paint stabilization by a DHS certified LBP Risk Assessor/Inspector. (Note: The Sponsor may choose to pick up the cost as an incentive to sellers who might not otherwise sell to a Program participant due to costs and potential delays due to dealing with lead-based paint requirements.) HOME and CDBG general administrative and activity delivery funds may be used to pay for lead-based paint visual assessments, and if lead mitigation and clearance costs are incurred, these programs may incorporate the costs into the calculation of Program assistance. ***(Note: the CDBG Program allows grants for lead hazard evaluation and reduction activities. The HOME Program allows grants for lead hazard evaluation and reduction activities only for acquisition with rehabilitation programs where the proposed paint stabilization measures do not add value to the home, and upon approval of revised regulations expected to be adopted in April, 2004, HOME will also allow grants for lead hazard evaluation and reduction activities that do not add value to the home for acquisition-only programs.)***

The following requirements must be met:

- 1) **Notification:** a) Prior to homebuyer's obligation to purchase a pre-1978 home, the Buyer will be given a copy of and asked to read the EPA pamphlet "*Protect Your family From Lead in Your Home*". (EPA 747-K-94-001, **September 2001**) A signed receipt of the pamphlet will be kept in the Sponsor's homebuyer file; b) A notice to residents is required following a risk assessment/inspection using form DHS 8552, which is provided by the DHS-certified Risk Assessor/Inspector; c) a notice to residents is required following lead-based paint mitigation work using Visual Assessment and Lead-based Paint Notice of Presumption and Hazard Reduction form, LBP – 1 (Attachment J).
- 2) **Disclosure:** Prior to the homebuyer's obligation to purchase a pre-1978 housing unit, the HUD disclosure (Attachment F), "Seller's Lead-based Paint Disclosure" notice must be provided by the seller to the homebuyer.
- 3) **Inspections:** The Inspector shall conduct a "Visual Assessment" of all the dwelling unit's painted surfaces in order to identify deteriorated paint. All deteriorated paint will be stabilized in accordance with CFR 35.1330 (a) and (b); and a Clearance shall be made in accordance with CFR 35.1340.
- 4) **Mitigation:** If stabilization is required, the contractor performing the mitigation work must use appropriately trained workers.

Prior to the contractor starting mitigation work the Program Operator shall obtain copies of the contractor's and workers' appropriate proof of LBP training, as applicable to the job in order to assure that only qualified contractors and workers are allowed to perform the mitigation.

- 5) **Purchase Contract Contingency Language:** Before a homebuyer is obligated under any contract to purchase a pre-1978 housing unit, the seller shall permit the homebuyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. (See Attachment G for sample lead-based paint contract contingency language).

A homebuyer may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing, such as in Attachment F, item (e)(ii). In this case the purchase contract contingency language is not required.

- F. The Program Operator will: 1) confirm that the housing unit is within the eligible area, and 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding.

3.3 ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Eligible homes will be those that are currently owner occupied or have been vacant for four months prior to the acceptance of a contract to purchase. It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families. However, if tenant occupied homes are included in the Program and relocation becomes necessary, the activity will be carried out in compliance with Sponsor's relocation plan which describes how those permanently displaced will be relocated and paid benefits in accordance with the following Federal laws.

A. Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970

The federal URA and Real Property Acquisition Policies, as amended by the URA Amendments of 1987, contains requirements for carrying out real property acquisition or the displacement of a person, regardless of income status, for a project or program for which HUD financial assistance (including CDBG and HOME) is provided. Requirements governing real property acquisition are described in Chapter VIII. The implementing regulations, 49 CFR Part 24, require

developers and owners to take certain steps in regard to tenants of housing to be acquired, rehabbed or demolished, including tenants who will not be relocated even temporarily.

B. Section 104(d) of the Housing and Community Development Act of 1974

Section 104 (d) requires each contractor (CHDO or State Recipient), as a condition of receiving assistance under HOME or CDBG, to certify that it is following a residential anti-displacement plan and relocation assistance plan. Section 104(d) also requires relocation benefits to be provided to low-income persons who are physically displaced or economically displaced as the result of a HOME or CDBG assisted project, and requires the replacement of low-income housing, which is demolished or converted. The implementing regulations for Section 104(d) can be found in 24 CFR Part 570(a).

3.4. PROPER NOTIFICATION AND DISCLOSURES

- A. Upon selection of a housing unit, a qualified seller and homebuyer must be given the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms. Any and all property disclosures must be reviewed and signed by the homebuyer and seller. **(See Attachments for Sample disclosures.)**

- B. All owners who wish to sell their housing units must receive an acquisition notice (Attachment H) prior to submission of the homebuyer's original offer. This notice will be included in the contract and must be signed by all owners on title. The disclosure must contain the items listed in 1.3.B. (Required for federally funded Programs.)

4.0. PURCHASE PRICE LIMITS

The purchase price limits for this Program, by number of units in the home, are as follows: One-family \$_____; Two-family \$_____; Three-family \$_____; Four-family \$_____.

Note: Sponsor may eliminate multi-unit homes from consideration. For HOME- and CalHome-funded Programs the home purchase price of owner-occupied and homebuyer properties must be limited as follows: For CalHome-funded Programs, the purchase price can not exceed 100% of the area median purchase price as established by comparable sales or information provided by the California Real Estate Association; for HOME-funded Programs the value (with or without rehabilitation) can

not exceed 95 percent of the area median purchase price -- see Attachment C. Sponsor may choose to establish lower limits if it sees fit. Sponsor is not required to establish a purchase price limit for solely CDBG-funded Programs.

Attachment C: MAXIMUM PURCHASE PRICE / AFTER REHAB VALUE LIMITS (as of March 2, 2006) *Sponsor will update these limits annually as HCD provides new information.

5.0. THE PRIMARY LOAN

Prior to obtaining a loan from the Sponsor, a homebuyer must provide evidence of financing for the maximum amount the Primary Lender is willing to loan (the "primary loan").

5.1. QUALIFYING RATIOS

Primary loans underwritten by FHA, USDA Rural Development, Fannie Mae, Freddie Mac, or CalHFA will be acceptable to establish creditworthiness, repayment ability, and dependability of income. ***Note: If none of the above primary loans are used, it will be up to the Sponsors to establish the front-and back-end ratios that will be allowable in their program. The ratios are calculated on the borrower's fixed monthly expenses to the household's gross monthly income.***

The front-end ratio shall be between ___% and ___% ***(28% to 35%, for example)*** and is the percentage of a borrower's gross monthly income (before deductions) that would cover the cost of PITI (loan principal and interest payment + property taxes + property insurance). ***Note: The borrower would qualify if the proposed monthly PITI payment were 35% or less than the borrower's gross monthly income.***

The back-end ratio shall be between ___% and ___% ***(36% to 49%, for example)*** and is the percentage of a borrower's gross monthly income that would cover the cost of PITI plus any other monthly debt payments like car or personal loans and credit card debt. ***Note: Qualifying ratio guidelines can be somewhat flexible depending on the loan-to-value ratios. The higher the LTV, the more conservative the ratios should be. A qualifying ratio higher than the guidelines may be acceptable if there are compensating factor. Some examples of compensating factors are: 1) the prospective homebuyer has successfully demonstrated that over a minimum 12-month period the ability to pay housing costs equal to or greater than the proposed monthly housing costs for the home to be purchased; 2) the prospective homebuyer is a limited user of credit and they show a history of being able to save money; 3) there will be no more than a 5% increase in the prospective homebuyer's housing expense.***

5.2. INTEREST RATE

The rate of interest shall be fixed (not an adjustable rate mortgage, ARM) at the current market rate. If "Risk Rates" are applied (an interest rate that reflects the primary lender's loan risk) each loan shall be evaluated by the Sponsor on a case by case basis.

Note: for HOME-funded programs, upon approval of revised regulations expected to be adopted in April, 2004, the current market rate must be evidenced by the Effective Rate plus 50 basis points listed in the Federal Housing Finance Board's most recent Monthly Interest Rate Survey for the San Francisco District and no temporary interest rate buy-downs are permitted.

5.3. LOAN TERM

The primary loan shall be fully amortized and have a term "all due and payable" in no fewer than 30 years. There shall not be a balloon payment due before the maturity date of the Program loan.

Note: One exception under the CDBG and CalHome-funded Programs is that sponsor may incorporate into its guidelines a shorter term for loans to purchase manufactured homes not on permanent foundations.

5.4. IMPOUND ACCOUNT

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current.

6.0. THE PROGRAM LOAN

6.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

The amount of Program assistance to a homebuyer toward purchase of a home shall not exceed \$_____ (Example \$45,000). Any approved "grant" amount for lead-based paint evaluation and mitigation activities or for closing costs shall be included in this amount. ***Note: The CalHome and CDBG Programs do not have a specific subsidy limit, but Sponsor must establish a subsidy limit for the local Program. The following HOME subsidy limits (updated each year by HUD) control the amount of HOME Program assistance that may be provided to a Program homebuyer. The loan amount may be lower than the County's HUD-published limits.***

Attachment D: HOME SUBSIDY LIMITS PER UNIT – SECTION 221(d) (3)

6.2. NON-RECURRING CLOSING COSTS

Non-recurring costs such as credit report, escrow, closing and recording fees, and title report and title insurance, title updates and/or related costs may be

included in the Program loan.

6.3 AFFORDABILITY PARAMETERS FOR BUYERS

The actual amount of a buyer's Program subsidy shall be computed according to the housing ratio parameters specified in Section 5.1. Each borrower shall receive only the subsidy needed to allow them to become homeowners ("the Gap") while keeping their housing costs affordable. The primary lender will use the "front-end ratio" of housing-expense-to-income to determine the amount of the primary loan and, ultimately, the program subsidy amount required, bridging the gap between the purchase price (less down payment) and the amount of the primary loan.

6.4. RATE AND TERMS FOR PROGRAM LOANS

All Program assistance to individual households shall be made in the form of deferred payment (interest and principal) loan. Below in A and B are the two types of interests that are allowed on the program loan. The Sponsor may elect to do both types of interest but not on the same loan. The homebuyer may either be offered type A or B (explained below) on their Program loan.

A. The Program loan's term shall be for at least as long as the primary loan. The interest rate (for CalHome and HOME ranging from 0 to 3 percent) shall be ___% **(to be established here, depending on the HCD Program the Sponsor will be using)**. All Program loan payments shall be deferred because the borrowers will have their repayment ability fully utilized under the primary loan. **Note: The Sponsor may allow forgiveness of all or a portion of the accrued interest as part of a local program design. Loan principal shall not be forgiven, unless allowed by statute. In lieu of making loans bearing a fixed rate of interest, Sponsors may instead charge contingent deferred interest in the form of shared net appreciation as set forth in Section B (CalHome only).**

B. Option for Shared Net Appreciation

Shared net appreciation may be offered as an alternative to the standard loan terms in Section 6.4.A., above, only with the following terms (CalHome requirement):

- 1) Gross appreciation is calculated by subtracting the original sales price from the current sales price or the current appraised value if the loan accelerating event is other than sale of the property;
- 2) Net appreciation is calculated by subtracting the seller's applicable closing costs, seller's cash contribution in the original purchase transaction, the value of seller's sweat equity, if

applicable, and the documented value of capital improvements from the gross appreciation amount;

- 3) The Sponsor may only claim repayment of the principal and a portion of the net appreciation. That maximum portion of the net appreciation which may be claimed by the Sponsor is equal to the percentage of the value of the home financed by the Program loan. That is, if the loan equals 20% of the initial value of the home, a maximum of 20% of the net appreciation may be charged by the sponsor;
- 4) In any loan where the Program loan is the only subsidy, the borrower cannot be restricted from selling the home at its fair market value at any time;
- 5) Loans shall have a term at least as long as the Primary loan.

6.5. LOAN-TO-VALUE RATIO

The loan-to-value ratio for a CalHome Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the sales price plus a maximum of up to 5 percent of the sales price to cover actual closing costs.

7.0. PROGRAM LOAN REPAYMENT

7.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time, upon notification to and approval of the Sponsor.

7.2. RECEIVING LOAN PAYMENTS

- A. Program loan payments will be made to:

_____ (Name of Program Sponsor)
_____ (Mailing address of lender)
_____ (City, state, zip)

- B. The Sponsor will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's Program Income Account, as

required by all three HCD programs. The Program lender will accept loan payments from borrowers prepaying deferred loans, and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

7.3. DUE UPON SALE OR TRANSFER

- A. Loans are due upon sale or transfer of title (unless assumable as in B below) or when borrower no longer occupies the home as his/her principal residence or upon the loan maturity date. The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment E on loan defaults for further information on property restrictions.
- B. Program loans may or may not be assumable according to the HCD program and the loan documents.

7.4. LOAN SERVICING POLICIES AND PROCEDURES

- A. See Attachment E for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

7.5. LOAN MONITORING PROCEDURES

Sponsor will monitor Borrowers and their housing units to ensure adherence to Program requirements including, but not limited to, the following:

- A. Owner-occupancy
- B. Property tax payment
- C. Hazard insurance coverage
- D. Good standing on Primary loans
- E. General upkeep of housing units

8.0. PROGRAM LOAN PROCESSING AND APPROVAL

- A. Loan Processing

All homebuyers or their representatives will be sent out an eligibility packet with all the necessary forms, disclosures, information, and application. They should submit a complete application packet with all the Sponsor's Program loan documents executed as well as all the information from the Primary Lender. The Primary Lender should submit: 1) accepted property sales contract with proper seller notification; 2) mortgage application with good faith estimates and first mortgage disclosures; 3) full mortgage credit report and rent verification; 4) current third party income verifications and verifications of assets; 5) homeownership education certificate, if applicable. Staff will work with local lenders to ensure qualified participants receive only the benefit from the Sponsor's Program needed to purchase the housing unit and that leveraged funds will be used when possible, for example in many cases the Primary Lender will not require mortgage insurance with the Sponsor's second in place which will save on the homebuyer's monthly payment.

B. Credit worthiness

Qualifying ratios are only a rough guideline in determining a potential borrower's credit-worthiness. Many factors such as excellent or poor credit history, amount of down payment, and size of loan will influence the decision to approve or disapprove a particular loan. The borrower's credit history will be reviewed by the Sponsor and documentation of such maintained in the loan file. The Sponsor may elect to obtain a credit report or rely on a current copy obtained by the primary lender.

C. Documents from Primary Lender

After initial review of the qualified homebuyer's application packet, the Program Operator will request any additional documents needed. Documents may be faxed but originals shall be received through the mail before Program funds are committed to escrow. Based on receipt and review of the final documents, the Program Operator will do an income certification (using most recent HCD program's guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability will then be verified and subsidy requirement determined.

D. Disclosure of Program and Loan Information to Homebuyers

The Program's application and disclosure forms will contain a summary of the loan qualifications of the borrower with and without Program assistance. Housing ratios with and without Program assistance are also outlined in these guidelines. Information on the Program's application will be documented with third party verifications in the file. For example, the sales contact will provide the final

purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite and title report will provide information to substantiate the information in the sales contract and guide the construction inspection. The Program loan application will provide current debt and housing information and will be documented by the credit report and income/asset verifications. The Primary Lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the Primary Lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and crosschecking all the Primary Lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

Once the loan approval package has been completed the Program Operator will submit it to the Sponsor for approval. Sponsor will review the request and may approve it with or without conditions. Upon approval, a final closing date for escrow is set and Program funds are accessed for the homebuyer.

8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

The homebuyer(s) sign both promissory notes, deeds of trust, and statutory lending notices (right of rescission, truth in lending, etcetera); the deeds of trust are recorded with the County Clerk/Recorder at the same time, and the request(s) for copy of notice of default are also recorded with the County Clerk/Recorder.

8.3. ESCROW PROCEDURES

The escrow/title company shall review the escrow instruction provided by the Program lender and shall issue a California Land Title Association (CLTA) and the American Land Title Association (ALTA) after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA is issued to each lender providing additional coverage for the physical aspects of the property as well as the homebuyer's title failure. These aspects include anything which can be determined only by physical inspection, such as correct survey lines; encroachments; mechanics liens; mining claims and water rights. The Program lender instructs the escrow/title company in the escrow instructions as to what may show on the policy; the amount of insurance on the policy (all liens should be covered) and the loss payee (each lender should be listed as a loss payee and receive an original

ALTA).

9.0. SUBORDINATE FINANCING

With today's high costs, in order for a low-income household to obtain a home, several funding sources might be required. Subordinate loans may be used to cover mortgage subsidy costs that exceed the Program maximum loan amount. All subordinate liens must have the payments deferred and the term must be for at least as long as the term of the Program loan.

10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

10.1. DEFINITION OF EXCEPTION

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The Sponsor or its agent may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's recommended course of action and any written or verbal information supplied by the applicant.
- B. The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for a decision.

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. The appeal must be made in writing. Sponsor has 30 days to review the appeal, seek recommendations from the loan committee, or if none, the sponsor's governing body, and respond in writing to the applicant.

ATTACHMENT A

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

Part 5 Inclusions

This table presents the Part 5 income inclusions as stated in the Code of Federal regulations.

| General Category | Statement from 24 CFR 5.609 paragraph (b) (April 1, 2004) |
|--|--|
| 1. Income from wages, salaries, tips, etc. | The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services. |
| 2. Business Income | The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family. |
| 3. Interest & Dividend Income | Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. |
| 4. Retirement & Insurance Income | The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in number 14 of Income Exclusions). |
| 5. Unemployment & Disability Income | Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except as provided in number 3 of Income Exclusions). |
| 6. Welfare Assistance | <p>Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income:</p> <ul style="list-style-type: none"> ▶ Qualify as assistance under the TANF program definition at 45 CFR 260.31; and ▶ Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c). <p>If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:</p> <ul style="list-style-type: none"> ▶ the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus ▶ the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage. |
| 7. Alimony, Child Support, & Gift Income | Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling. |
| 8. Armed Forces Income | All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions). |

Part 5 exclusions

This table presents the Part 5 income exclusions as stated in the Code of Federal Regulations.

| General Category | Statement from 24 CFR 5.609 paragraph (c) (April 1, 2004) |
|-------------------------------------|---|
| 1. Income of Children | Income from employment of children (including foster children) under the age of 18 years. |
| 2. Foster Care Payments | Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone). |
| 3. Inheritance and Insurance Income | Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions). |
| 4. Medical Expense Reimbursements | Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member. |
| 5. Income of Live-in Aides | Income of a live-in aide (as defined in 24 CFR 5.403). |
| 6. Disabled Persons | Certain increases in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671(a)). |
| 7. Student Financial Aid | The full amount of student financial assistance paid directly to the student or to the educational institution. |
| 8. Armed Forces Hostile Fire Pay | The special pay to a family member serving in the Armed Forces who is exposed to hostile fire. |
| 9. Self-Sufficiency Program Income | <ul style="list-style-type: none"> a. Amounts received under training programs funded by HUD. b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program. |
| 10. Gifts | Temporary, nonrecurring, or sporadic income (including gifts). |
| 11. Reparations | Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. |
| 12. Income from Full-time Students | Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse). |
| 13. Adoption Assistance Payments | Adoption assistance payments in excess of \$480 per adopted child. |
| 14. Social Security & SSI Income | Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts. |
| 15. Property Tax Refunds | Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit. |

| | |
|------------------------------|---|
| 16. Home Care Assistance | Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home. |
| 17. Other Federal Exclusions | <p>Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including:</p> <ul style="list-style-type: none"> ▶ The value of the allotment made under the Food Stamp Act of 1977; ▶ Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions); ▶ Payments received under the Alaskan Native Claims Settlement Act; ▶ Income derived from the disposition of funds to the Grand River Band of Ottawa Indians; ▶ Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes; ▶ Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; ▶ Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721); ▶ The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands; ▶ Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance programs; ▶ Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older-American Community Service Employment Program); ▶ Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.); ▶ Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments; ▶ The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; ▶ Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps); ▶ Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation; ▶ Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990; ▶ Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran; ▶ Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and ▶ Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998. |

ATTACHMENT B

24 CFR Part 5 ASSETS INCLUSIONS AND EXCLUSIONS

This presents the Part 5 asset inclusions and exclusions as stated in the Code of Federal Regulations.

Statements from 24 CFR Part 5 - April 1, 1998

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT C

MAXIMUM PURCHASE PRICE / AFTER REHABILITATION VALUE LIMITS (updated March 2, 2006)

| County Name | One-Family | Two-Family | Three-Family | Four-Family | Last Updated |
|--------------------|-------------------|-------------------|---------------------|--------------------|---------------------|
| ALAMEDA | \$362,790 | \$464,449 | \$561,411 | \$601,692 | 01/01/06 |
| ALPINE | \$312,895 | \$400,548 | \$484,155 | \$567,750 | 01/01/06 |
| AMADOR | \$308,750 | \$347,750 | \$422,500 | \$487,500 | 06/01/05 |
| BUTTE | \$251,750 | \$283,550 | \$344,500 | \$397,500 | 06/01/05 |
| CALAVERAS | \$312,550 | \$352,000 | \$427,700 | \$493,500 | 02/10/05 |
| COLUSA | \$233,200 | \$262,650 | \$319,150 | \$368,250 | 06/01/05 |
| CONTRA COSTA | \$312,895 | \$400,548 | \$484,155 | \$601,692 | 01/01/05 |
| DEL NORTE | \$185,250 | \$220,992 | \$267,120 | \$331,968 | 03/25/05 |
| EL DORADO | \$312,895 | \$371,321 | \$449,181 | \$532,500 | 01/01/05 |
| FRESNO | \$251,750 | \$283,550 | \$344,500 | \$397,500 | 07/08/05 |
| GLENN | \$186,200 | \$220,992 | \$267,120 | \$331,968 | 06/03/05 |
| HUMBOLDT | \$261,250 | \$294,250 | \$357,500 | \$412,500 | 06/22/05 |
| IMPERIAL | \$182,850 | \$220,992 | \$267,120 | \$331,968 | 07/08/05 |
| INYO | \$299,250 | \$337,050 | \$409,500 | \$472,500 | 07/08/05 |
| KERN | \$228,000 | \$256,800 | \$312,000 | \$360,000 | 07/08/05 |
| KINGS | \$190,000 | \$220,992 | \$267,120 | \$331,968 | 07/08/05 |
| LAKE | \$223,250 | \$251,450 | \$305,500 | \$352,500 | 05/26/05 |
| LASSEN | \$172,632 | \$220,992 | \$267,120 | \$331,968 | 01/01/05 |
| LOS ANGELES | \$312,895 | \$400,548 | \$484,155 | \$601,692 | 01/01/05 |
| MADERA | \$256,500 | \$288,900 | \$351,000 | \$405,000 | 07/08/05 |
| MARIN | \$312,895 | \$400,548 | \$484,155 | \$601,692 | 01/01/05 |
| MARIPOSA | \$308,750 | \$347,750 | \$422,500 | \$487,500 | 07/08/05 |
| MENDOCINO | \$312,895 | \$370,200 | \$449,800 | \$519,000 | 02/24/05 |
| MERCED | \$301,150 | \$339,150 | \$412,100 | \$475,500 | 07/08/05 |
| MODOC | \$172,632 | \$220,992 | \$267,120 | \$331,968 | 01/01/05 |
| MONO | \$312,895 | \$400,548 | \$484,155 | \$601,692 | 04/21/05 |
| MONTEREY | \$312,895 | \$400,548 | \$484,155 | \$601,692 | 01/01/05 |
| NAPA | \$312,895 | \$400,548 | \$484,155 | \$601,692 | 01/01/05 |
| NEVADA | \$312,895 | \$400,548 | \$484,155 | \$600,000 | 02/10/05 |
| ORANGE | \$312,895 | \$400,548 | \$484,155 | \$601,692 | 01/01/05 |
| PLACER | \$312,895 | \$371,321 | \$449,181 | \$532,500 | 01/01/05 |

ATTACHMENT C

MAXIMUM PURCHASE PRICE / AFTER REHAB VALUE

| County Name | One-Family | Two-Family | Three-Family | Four-Family | Last Revised |
|--------------------|-------------------|-------------------|---------------------|--------------------|---------------------|
| NAPA | \$312,895 | \$400,548 | \$484,155 | \$601,692 | 01/01/05 |
| NEVADA | \$312,895 | \$400,548 | \$484,155 | \$600,000 | 02/10/05 |
| ORANGE | \$312,895 | \$400,548 | \$484,155 | \$601,692 | 01/01/05 |
| PLACER | \$312,895 | \$371,321 | \$449,181 | \$532,500 | 01/01/05 |
| PLUMAS | \$256,500 | \$288,900 | \$351,000 | \$405,000 | 06/01/05 |
| RIVERSIDE | \$312,895 | \$363,800 | \$442,000 | \$510,000 | 02/10/05 |
| SACRAMENTO | \$312,895 | \$371,321 | \$449,181 | \$532,500 | 01/01/05 |
| SAN BENITO | \$312,895 | \$400,548 | \$484,155 | \$601,692 | 01/01/05 |
| SAN BERNARDINO | \$312,895 | \$363,800 | \$442,000 | \$510,000 | 02/10/05 |
| SAN DIEGO | \$312,895 | \$400,548 | \$484,155 | \$601,692 | 01/01/05 |
| SAN FRANCISCO | \$312,895 | \$400,548 | \$484,155 | \$601,692 | 01/01/05 |
| SAN JOAQUIN | \$312,895 | \$358,450 | \$435,500 | \$502,500 | 02/10/05 |
| SAN LUIS OBISPO | \$312,895 | \$400,548 | \$484,155 | \$601,692 | 01/01/05 |
| SAN MATEO | \$312,895 | \$400,548 | \$484,155 | \$601,692 | 01/01/05 |
| SANTA BARBARA | \$312,895 | \$400,548 | \$484,155 | \$601,692 | 01/01/05 |
| SANTA CLARA | \$312,895 | \$400,548 | \$484,155 | \$601,692 | 01/01/05 |
| SANTA CRUZ | \$312,895 | \$400,548 | \$484,155 | \$601,692 | 01/01/05 |
| SHASTA | \$231,800 | \$261,050 | \$317,200 | \$366,000 | 06/28/05 |
| SIERRA | \$172,632 | \$220,992 | \$267,120 | \$331,968 | 01/01/05 |
| SISKIYOU | \$222,300 | \$250,350 | \$304,200 | \$351,000 | 06/01/05 |
| SOLANO | \$312,895 | \$395,900 | \$481,000 | \$555,000 | 01/01/05 |
| SONOMA | \$312,895 | \$400,548 | \$484,155 | \$601,692 | 01/01/05 |
| STANISLAUS | \$308,750 | \$347,750 | \$422,500 | \$487,500 | 07/08/05 |
| SUTTER | \$250,800 | \$282,480 | \$343,200 | \$396,000 | 01/01/05 |
| TEHAMA | \$172,632 | \$220,992 | \$267,120 | \$331,968 | 01/01/05 |
| TRINITY | \$199,500 | \$224,700 | \$273,000 | \$331,968 | 06/22/05 |
| TULARE | \$204,250 | \$230,050 | \$279,500 | \$331,968 | 07/08/05 |
| TUOLUMNE | \$272,650 | \$307,050 | \$373,100 | \$430,500 | 05/25/05 |
| VENTURA | \$312,895 | \$400,548 | \$484,155 | \$601,692 | 01/01/05 |
| YOLO | \$312,895 | \$371,321 | \$449,181 | \$532,500 | 01/01/05 |
| YUBA | \$250,800 | \$282,480 | \$343,200 | \$396,000 | 01/01/05 |

**Attachment D
Home Program Subsidy Limits Per Unit – Section 221(d)(3)**

(All limits are effective 5/8/07 except those which are highlighted and are effective 1/1/07)

| COUNTY NAME | O-BDR | 1-BDR | 2-BDR | 3-BDR | 4-BDR |
|--------------|-----------|-----------|-----------|-----------|-----------|
| Alameda | \$115,048 | \$131,880 | \$160,367 | \$207,461 | \$227,731 |
| Alpine | \$115,544 | \$132,448 | \$161,058 | \$208,355 | \$228,712 |
| Amador | \$115,544 | \$132,448 | \$161,058 | \$208,355 | \$228,712 |
| Butte | \$110,585 | \$126,764 | \$154,146 | \$199,413 | \$218,896 |
| Calaveras | \$107,610 | \$123,353 | \$149,999 | \$194,047 | \$213,007 |
| Colusa | \$112,569 | \$129,038 | \$156,911 | \$202,990 | \$222,823 |
| Contra Costa | \$113,561 | \$130,175 | \$158,293 | \$204,778 | \$224,786 |
| Del Norte | \$104,634 | \$119,942 | \$145,851 | \$188,682 | \$207,117 |
| El Dorado | \$119,016 | \$136,428 | \$165,897 | \$214,615 | \$235,584 |
| Fresno | \$101,163 | \$115,963 | \$141,012 | \$182,422 | \$200,246 |
| Glenn | \$112,569 | \$129,038 | \$156,911 | \$202,990 | \$222,823 |
| Humboldt | \$104,634 | \$119,942 | \$145,851 | \$188,682 | \$207,117 |
| Imperial | \$119,016 | \$136,428 | \$165,898 | \$214,615 | \$235,584 |
| Inyo | \$119,016 | \$136,428 | \$165,898 | \$214,615 | \$235,584 |
| Kern | \$119,016 | \$136,428 | \$165,898 | \$214,615 | \$235,584 |
| Kings | \$96,204 | \$110,279 | \$134,100 | \$173,480 | \$190,430 |
| Lake | \$101,163 | \$115,963 | \$141,012 | \$182,422 | \$200,246 |
| Lassen | \$114,552 | \$131,311 | \$159,676 | \$206,567 | \$226,749 |
| Los Angeles | \$119,016 | \$136,428 | \$165,898 | \$214,615 | \$235,584 |
| Madera | \$96,204 | \$110,279 | \$134,100 | \$173,480 | \$190,430 |
| Marin | \$111,577 | \$127,901 | \$155,529 | \$201,201 | \$220,860 |
| Mariposa | \$96,700 | \$110,847 | \$134,791 | \$174,374 | \$191,412 |
| Mendocino | \$96,204 | \$110,279 | \$134,100 | \$173,480 | \$190,430 |
| Merced | \$96,204 | \$110,279 | \$134,100 | \$173,480 | \$190,430 |
| Modoc | \$114,552 | \$131,311 | \$159,676 | \$206,567 | \$226,749 |
| Mono | \$119,016 | \$136,428 | \$165,898 | \$214,615 | \$235,584 |
| Monterey | \$108,106 | \$123,922 | \$150,690 | \$194,942 | \$213,988 |
| Napa | \$106,618 | \$122,216 | \$148,616 | \$192,259 | \$211,044 |
| Nevada | \$115,544 | \$132,448 | \$161,058 | \$208,355 | \$228,712 |
| Orange | \$119,016 | \$136,428 | \$165,898 | \$214,615 | \$235,584 |
| Placer | \$119,016 | \$136,428 | \$165,897 | \$214,615 | \$235,584 |
| Plumas | \$113,561 | \$130,175 | \$158,293 | \$204,778 | \$224,786 |

HOME PROGRAM

SUBSIDY LIMITS PER UNIT – SECTION 221(d) (3)

| COUNTY NAME | O-BDR | 1-BDR | 2-BDR | 3-BDR | 4-BDR |
|-------------|-----------|-----------|-----------|-----------|-----------|
| Riverside | \$119,016 | \$136,428 | \$165,898 | \$214,615 | \$235,584 |

| | | | | | |
|---|-----------|-----------|-------------|-----------|-----------|
| Sacramento | \$119,016 | \$136,428 | \$165,897 | \$214,615 | \$235,584 |
| San Benito | \$105,626 | \$121,079 | \$147,234 | \$190,470 | \$209,080 |
| San Bernardino | \$119,016 | \$136,428 | \$165,898 | \$214,615 | \$235,584 |
| San Diego | \$119,016 | \$136,428 | \$165,898 | \$214,615 | \$235,584 |
| San Francisco | \$119,016 | \$136,428 | \$165,897 | \$214,615 | \$235,584 |
| San Joaquin | \$115,544 | \$132,448 | \$161,058 | \$208,355 | \$228,712 |
| San Luis Obispo | \$119,016 | \$136,428 | \$165,898 | \$214,615 | \$235,584 |
| San Mateo | \$112,569 | \$129,038 | \$156,911 | \$202,990 | \$222,823 |
| Santa Barbara | \$119,016 | \$136,428 | \$165,898 | \$214,615 | \$235,584 |
| \$111,577 | \$127,901 | \$155,529 | Santa Clara | \$201,201 | \$220,860 |
| (not incl. San Jose) ---- ---- ---- ---- ---- | | | | | |
| - San Jose | \$116,040 | \$133,017 | \$161,750 | \$209,249 | \$229,694 |
| Santa Cruz | \$104,634 | \$119,942 | \$145,851 | \$188,682 | \$207,117 |
| Shasta | \$119,016 | \$136,428 | \$165,897 | \$214,615 | \$235,584 |
| Sierra | \$113,561 | \$130,175 | \$158,293 | \$204,778 | \$224,786 |
| Siskiyou | \$119,016 | \$136,428 | \$165,897 | \$214,615 | \$235,584 |
| Solano | \$110,089 | \$126,195 | \$153,455 | \$198,519 | \$217,915 |
| Sonoma | \$105,626 | \$121,079 | \$147,234 | \$190,470 | \$209,080 |
| Stanislaus | \$96,700 | \$110,847 | \$134,791 | \$174,374 | \$191,412 |
| Sutter | \$110,585 | \$126,764 | \$154,146 | \$199,413 | \$218,896 |
| Tehama | \$119,016 | \$136,428 | \$165,897 | \$214,615 | \$235,584 |
| Trinity | \$119,016 | \$136,428 | \$165,897 | \$214,615 | \$235,584 |
| Tulare | \$96,204 | \$110,279 | \$134,100 | \$173,480 | \$190,430 |
| Tuolumne | \$108,602 | \$124,490 | \$151,381 | \$195,836 | \$214,970 |
| Ventura | \$119,016 | \$136,428 | \$165,898 | \$214,615 | \$235,584 |
| Yolo | \$110,585 | \$126,764 | \$154,146 | \$199,413 | \$218,896 |
| Yuba | \$110,585 | \$126,764 | \$154,146 | \$199,413 | \$218,896 |

| COUNTY NAME | O-BDR | 1-BDR | 2-BDR | 3-BDR | 4-BDR |
|--------------|-----------|-----------|-----------|-----------|-----------|
| ALAMEDA | \$104,938 | \$120,289 | \$146,273 | \$189,226 | \$207,711 |
| ALPINE | \$103,128 | \$118,215 | \$143,751 | \$185,963 | \$204,130 |
| AMADOR | \$103,128 | \$118,215 | \$143,751 | \$185,963 | \$204,130 |
| BUTTE | \$98,605 | \$113,030 | \$137,446 | \$177,807 | \$195,177 |
| CALAVERAS | \$98,605 | \$113,030 | \$137,446 | \$177,807 | \$195,177 |
| COLUSA | \$100,415 | \$115,104 | \$139,968 | \$181,069 | \$198,758 |
| CONTRA COSTA | \$104,485 | \$119,771 | \$145,643 | \$188,410 | \$206,816 |
| DEL NORTE | \$95,439 | \$109,401 | \$133,033 | \$172,097 | \$188,910 |
| EL DORADO | \$108,556 | \$124,437 | \$151,317 | \$195,751 | \$214,874 |
| FRESNO | \$90,916 | \$104,216 | \$126,728 | \$163,941 | \$179,957 |
| GLENN | \$100,415 | \$115,104 | \$139,968 | \$181,069 | \$198,758 |
| HUMBOLDT | \$95,439 | \$109,401 | \$133,033 | \$172,097 | \$188,910 |
| IMPERIAL | \$111,041 | \$127,286 | \$154,781 | \$200,232 | \$219,794 |
| INYO | \$111,041 | \$127,286 | \$154,781 | \$200,232 | \$219,794 |
| KERN | \$111,041 | \$127,286 | \$154,781 | \$200,232 | \$219,794 |
| KINGS | \$86,845 | \$99,550 | \$121,054 | \$156,600 | \$171,899 |
| LAKE | \$90,916 | \$104,216 | \$126,728 | \$163,941 | \$179,957 |
| LASSEN | \$103,128 | \$118,215 | \$143,751 | \$185,963 | \$204,130 |
| LOS ANGELES | \$111,041 | \$127,286 | \$154,781 | \$200,232 | \$219,794 |
| MADERA | \$83,679 | \$95,920 | \$116,640 | \$150,891 | \$165,632 |
| MARIN | \$102,676 | \$117,697 | \$143,121 | \$185,148 | \$203,235 |
| MARIPOSA | \$86,845 | \$99,550 | \$121,054 | \$156,600 | \$171,899 |
| MENDOCINO | \$85,940 | \$98,513 | \$119,793 | \$154,969 | \$170,108 |
| MERCED | \$85,940 | \$98,513 | \$119,793 | \$154,969 | \$170,108 |
| MODOC | \$103,128 | \$118,215 | \$143,751 | \$185,963 | \$204,130 |
| MONO | \$111,041 | \$127,286 | \$154,781 | \$200,232 | \$219,794 |
| MONTEREY | \$99,510 | \$114,067 | \$138,707 | \$179,438 | \$196,968 |
| NAPA | \$98,605 | \$113,030 | \$137,446 | \$177,807 | \$195,177 |
| NEVADA | \$104,033 | \$119,252 | \$145,012 | \$187,594 | \$205,921 |
| ORANGE | \$111,041 | \$127,286 | \$154,781 | \$200,232 | \$219,794 |
| PLACER | \$106,295 | \$121,845 | \$148,165 | \$191,673 | \$210,397 |
| PLUMAS | \$102,224 | \$117,178 | \$142,490 | \$184,332 | \$202,340 |

Attachment D
Home Program Subsidy Limits Per Unit – Section 221(d)(3)

(All limits are effective 4/2/04 except those which are **highlighted** and are effective 1/1/05)

| COUNTY NAME | O-BDR | 1-BDR | 2-BDR | 3-BDR | 4-BDR |
|--------------------|--------------|--------------|--------------|--------------|--------------|
| RIVERSIDE | \$111,041 | \$127,286 | \$154,781 | \$200,232 | \$219,794 |
| SACRAMENTO | \$106,295 | \$121,845 | \$148,165 | \$191,673 | \$210,397 |
| SAN BENITO | \$96,344 | \$110,438 | \$134,294 | \$173,729 | \$190,701 |
| SAN BERNARDINO | \$111,041 | \$127,286 | \$154,781 | \$200,232 | \$219,794 |
| SAN DIEGO | \$111,041 | \$127,286 | \$154,781 | \$200,232 | \$219,794 |
| SAN FRANCISCO | \$108,556 | \$124,437 | \$151,317 | \$195,751 | \$214,874 |
| SAN JOAQUIN | \$104,033 | \$119,252 | \$145,012 | \$187,594 | \$205,921 |
| SAN LUIS OBISPO | \$111,041 | \$127,286 | \$154,781 | \$200,232 | \$219,794 |
| SAN MATEO | \$103,581 | \$118,734 | \$144,382 | \$186,779 | \$205,025 |
| SANTA BARBARA | \$111,041 | \$127,286 | \$154,781 | \$200,232 | \$219,794 |
| SANTA CLARA | \$102,676 | \$117,697 | \$143,121 | \$185,148 | \$203,235 |
| SANTA CRUZ | \$95,439 | \$109,401 | \$133,033 | \$172,097 | \$188,910 |
| SHASTA | \$106,295 | \$121,845 | \$148,165 | \$191,673 | \$210,397 |
| SIERRA | \$102,224 | \$117,178 | \$142,490 | \$184,332 | \$202,340 |
| SISKIYOU | \$106,295 | \$121,845 | \$148,165 | \$191,673 | \$210,397 |
| SOLANO | \$98,605 | \$113,030 | \$137,446 | \$177,807 | \$195,177 |
| SONOMA | \$96,344 | \$110,438 | \$134,294 | \$173,729 | \$190,701 |
| STANISLAUS | \$85,940 | \$98,513 | \$119,793 | \$154,969 | \$170,108 |
| SUTTER | \$98,605 | \$113,030 | \$137,446 | \$177,807 | \$195,177 |
| TEHAMA | \$106,295 | \$121,845 | \$148,165 | \$191,673 | \$210,397 |
| TRINITY | \$108,104 | \$123,919 | \$150,687 | \$194,935 | \$213,979 |
| TULARE | \$85,940 | \$98,513 | \$119,793 | \$154,969 | \$170,108 |
| TUOLUMNE | \$97,701 | \$111,993 | \$136,185 | \$176,176 | \$193,386 |
| VENTURA | \$111,041 | \$127,286 | \$154,781 | \$200,232 | \$219,794 |
| YOLO | \$100,415 | \$115,104 | \$139,968 | \$181,069 | \$198,758 |
| YUBA | \$97,701 | \$111,993 | \$136,185 | \$176,176 | \$193,386 |

Attachment E

LOAN SERVICING POLICIES AND PROCEDURES

FOR _____
(Name of the City/County/Sponsor)

The City/County of/Sponsor _____, here after called "Lender" has adopted these policies and procedures in order to preserve its financial interest in properties, who's "Borrowers" have been assisted with public funds. The Lender will to the greatest extent possible follow these policies and procedures but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan's principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Lender will collect monthly payments from those borrowers who are obligated to do so under Notes, which are amortized promissory notes, (or Lender will use _____ loan collection Company to collect payments). Late fees will be charged for payments received after the assigned monthly date.

For Notes, which are deferred payment loans; the Lender may accept voluntary payments on the loan. Loan payments will be credited to the interest first and then to principal. The borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee in first position or additional insured if the loan is a junior lien. If borrower fails to maintain the necessary insurance, the Lender may take out forced place insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of

installation of Borrower's new insurance.

When a property is located in a 100 year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance will be required at close of escrow. The lender may verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, the Lender encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Lender's loan. This document requires any senior lien holder listed in the notice to notify the lender of initiation of a foreclosure action. The Lender will then have time to contact the Borrower and assist them in bringing the first loan current. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lien holder, it is in their best interest to contact any other senior lien holders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On some owner occupant loans the Lender may require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. Other loans may have income and housing cost evaluations, which require a household to document that they are not able to make repayments, typically every five years. These loan terms are incorporated in the original note and deed of trust.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Lender in writing of any change. Lender and borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is

transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower may move and turn the property into a rental unit without notifying the Lender. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Lender's Loan Committee (depends on the HCD program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is in the TIG. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Lender's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Lender allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Lender. The Lender will only subordinate their loan when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third party debt pay offs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest

rate and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Lender.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non payment; 2) lack of insurance or property tax payment; 3) violation of rent limitation agreement; 4) change in title or use without approval; 5) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

When a senior lien holder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lien holder, may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount or payoff amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lien holder current, the Borrower can provide future payments. If this is the case then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Lender determines, based on information on the reinstatement amount and status of borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lien holder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Lender does not have sufficient funds to pay the senior lien holder in full, then they may choose to cure the senior lien holder and foreclose on the property them selves. As long as there is sufficient value in the property, the Lender can afford to pay for the foreclosure process and pay off the senior lien holder and retain some or all of their investment.

If the Lender decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lien holder before five (5) days prior to the foreclosure sale date, the senior lien holder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

8. Lender as Senior Lien holder

When the Lender is first position as a senior lien holder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower refinance with a private lender and pay off the Lender?
- 3) Can the Borrower sell the property and pay off the Lender?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

ATTACHMENT F
SELLERS LEAD-BASED PAINT DISCLOSURE
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- _____
- (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) _____ Seller has provided the purchaser with all available records and reports pertaining to Lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- _____
- (ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet Protect your Family from Lead in Your Home.
- (e) _____ Purchaser has (check (i) or (ii) below):
- (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or;
- (ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of Lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

| | | | |
|-----------|------|-----------|------|
| Seller | Date | Seller | Date |
| Purchaser | Date | Purchaser | Date |
| Agent | Date | Agent | Date |

ATTACHMENT G
Homebuyer Assistance Program
Sample Lead-Based Paint Contract Contingency Language

This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9 p.m. on the tenth calendar-day after ratification. This ending date is: _____. [Insert date 10 days after contract ratification or a date mutually agreed upon]. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.)

This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report.

The Seller may, at the Seller's option, within _____ days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counteroffer, the Purchaser shall have _____ days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause.

Seller: _____ Date: _____

Purchaser: _____ Date: _____

Property Address: _____

ATTACHMENT H

Sample Disclosures to Seller with Voluntary, Arm's Length, Purchase Offer

DECLARATION

This is to inform you that (name of buyers) _____ would like to purchase the property, located at (address) _____, if a satisfactory agreement can be reached. We are prepared to pay \$ _____ for a clear title to the property under conditions described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, we are required to disclose to you the following information:

1. The sale is voluntary. If you do not wish to sell, the buyer, _____, thru the agency, (name of agency/Sponsor) _____ will not acquire your property. The buyer does not have the power of eminent domain to acquire your property by condemnation (i.e. eminent domain) and the agency/Sponsor _____ will not use the power of eminent domain to acquire the property.
2. The estimated fair market value of the property is \$ _____ and was estimated by _____, to be finally determined by a professional appraiser prior to close of escrow.

Since the purchase would be a voluntary, arms length, transaction you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the contract of sale, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the contract and return it to us at:

_____. If you have any questions about this matter, please contact _____ at _____.

Sincerely,

Title

Buyer

Date

Buyer

Date

Form continues on next page with Seller's Acknowledgment

**Sample Disclosures to Seller with Voluntary, Arm's Length Purchase Offer
(Page 2)**

Acknowledgement

As the Seller I/we understand that the (affiliation and title of inspector) _____ will inspect the property for health and safety deficiencies. I/we also understand that public funds may be involved in this transaction and, as such, if the property was built before 1978, a lead-based paint disclosure must be signed by both the buyer and seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the Seller, I/we understand that under the (City's or County's) program, the property must be currently owner-occupied, vacant for four months at the time of submission of purchase offer, new (never occupied), or renter purchasing the unit. I/we hereby certify that the property is:

Vacant at least 4 months; Owner-occupied; New; or Being Purchased by Occupant

I/we hereby certify that I have read and understand this "Declaration" and a copy of said Notice was given to me prior to the offer to purchase. If received after presentation of the purchase offer, I/We choose to withdraw or not to withdraw, from the Purchase Agreement.

Seller

Date

Seller

Date

Attachment I

IMPLEMENTATION STEPS INSTRUCTIONS TO HOMEBUYER

(Name of Sponsor)

- A. Participant works with lender of choice to obtain the primary lender's pre-qualification letter.
- B. Participant works with real estate agent to select home. Program disclosures are reviewed with agent for presentation to seller. Preference will be given to vacant or owner occupied homes rather than tenant occupied.
- C. Participant selects home and enters into a purchase contract (contingent upon receiving Program loan approval). Lender provides the Program Operator with a copy of:
 - real estate sales contract
 - residential loan application
 - credit report
 - verified income documentation
 - disclosure statement
 - proof of personal funds for participation in program
 - breakdown of closing costs
 - structural pest control clearance
 - appraisal with photos
 - escrow instructions
 - preliminary title report
- D. Program Operator reviews paper work to determine program eligibility and financing affordability for participant etc.
- E. Program Operator staff meets with qualified applicant to provide information relative to the program requirements, the lending process, and home ownership responsibilities.
- F. Program Operator has home inspected (if necessary) to meet HQS or code compliance (dependent upon the program). Notice of any deficiencies or needed corrections are given to participant's real estate agent, with recommended course of action.
- G. Program Operator requests loan approval from Sponsor's CAO (City Manager/Administrator or County Administrative/Executive Officer). Following loan approval, Program Operator prepares Deed of Trust, Promissory Note, Notice of Default, Grant Agreement, Owner Occupant Agreement with City/County, requests checks and deposits same into escrow.
- H. Escrow company furnishes Program Operator with proof of documents to be recorded, and any escrow close out information. After receipt of recorded loan documents, HUD I, Insurance Loss Payee Certification and Final Title Insurance Policy (Program Operator) closes out the loan file.

Revised 03/17/2014

Attachment J

LEAD-BASED PAINT VISUAL ASSESSMENT, NOTICE OF PRESUMPTION AND HAZARD REDUCTION FORM

| | | | |
|--|--|---|---|
| Section 1: Background Information | | | |
| Property Address: | | No LBP found or LBP exempt <input type="checkbox"/> | |
| Select one: | Visual Assessment <input type="checkbox"/> | Presumption <input type="checkbox"/> | Hazard Reduction <input type="checkbox"/> |

| | |
|---|--------------|
| Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed. | |
| Visual Assessment Date: | Report Date: |
| Check if no deteriorated paint found <input type="checkbox"/> | |
| Attachment A: Summary where deteriorated paint was found. For multi-family housing, list at least the housing unit numbers and common areas and building components (including type of room or space, and the material underneath the paint). | |

| | |
|---|--|
| Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption. | |
| Date of Presumption Notice: | |
| Lead-based paint is presumed to be present <input type="checkbox"/> and/or Lead-based paint <i>hazards</i> are presumed to be present <input type="checkbox"/> | |
| Attachment B: Summary of Presumption: For multi-family housing, list at least the housing unit numbers and common areas, bare soil locations, dust-lead location, and or building components (including type of room or space, and the materials underneath the paint) of lead-based paint and/or hazards presumed to be present. | |

| | |
|---|---------------------------|
| Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed. | |
| Date of Hazard Reduction Notice: | |
| Initial Hazard Reduction Notice? Yes <input type="checkbox"/> No <input type="checkbox"/> | Start & Completion Dates: |
| If "No", dates of previous Hazard Reduction Activity Notices: | |
| Attachment C: Activity locations and types. For multi-family housing, list at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust-lead locations, and/or building components (including type of room or space, and the material underneath the paint), and the types of lead-based paint hazard reduction activities performed at the location listed. | |
| Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted. | |
| Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities) | |

| | | |
|--|------------|-------|
| Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity | | |
| Printed Name: | Signature: | Date: |

| | | | |
|---------------------------------------|----------|--------------------|--|
| Section 6: Contact Information | | Organization: | |
| Contact Name: | | Contact Signature: | |
| Date: | Address: | Phone: | |
| | | | |

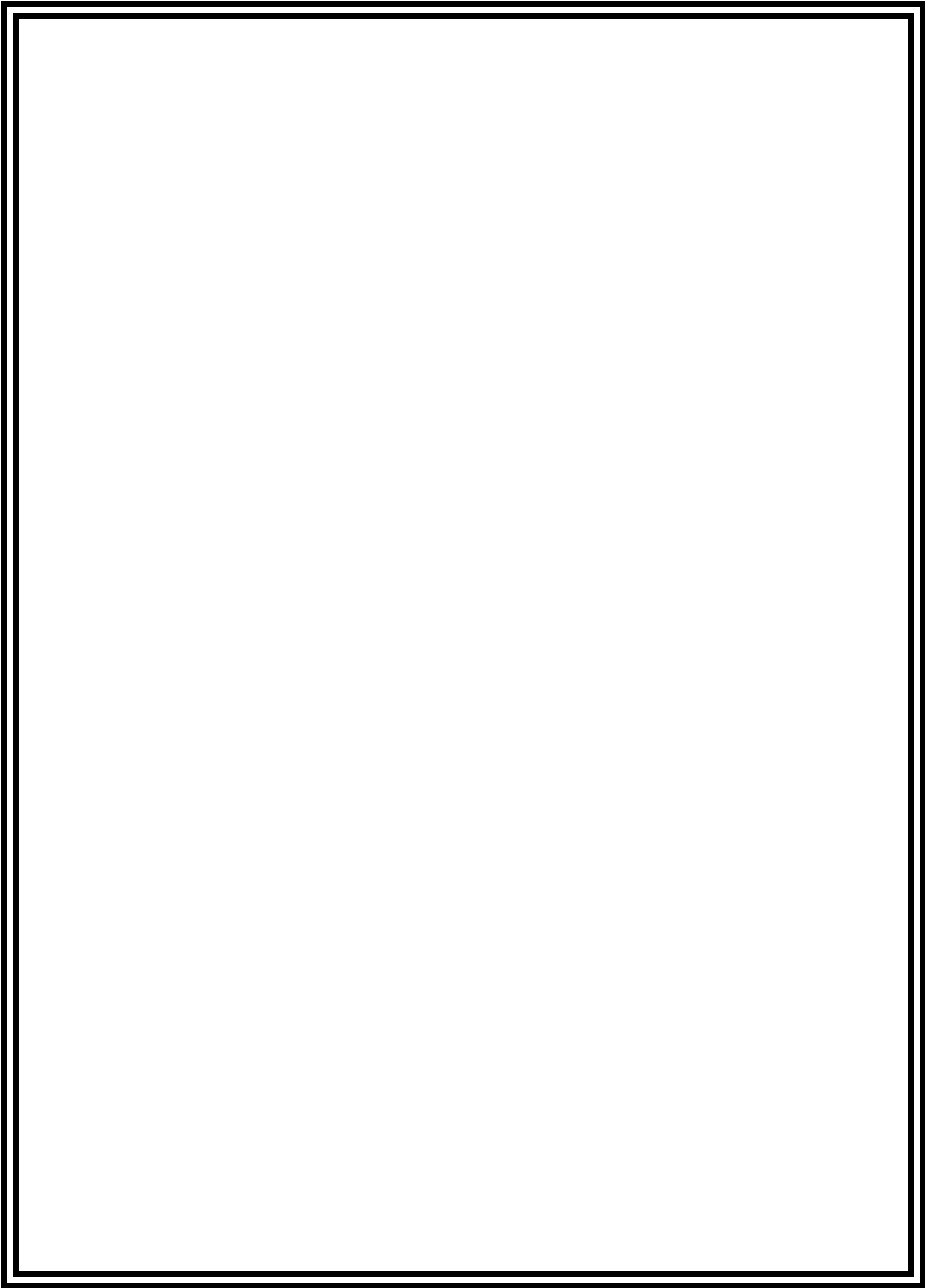
See Excel Spreadsheet Attachment “HOMEBUYER PROGRAM GUIDELINES CHECKLIST”

**HCD HOMEBUYER ASSISTANCE PROGRAMS
HOMEBUYER PROGRAM GUIDELINES CHECKLIST**

Jurisdiction Name: _____

HCD Contract #: _____

| Sample Location | Do the Local Program Guidelines Include the Following Provisions? | Addressed on Which Page #? | | |
|-----------------|--|----------------------------|------|------|
| | | CalHome | HOME | CDBG |
| | NOTE: IF NOT BLACKED OUT, PLEASE ADDRESS THE TOPIC IF THE LOCAL PROGRAM USES THE IDENTIFIED HCD PROGRAM'S FUNDS | | | |
| 1.1 | A description of the local program's marketing and outreach process? | | | |
| 1.1.A | Are local efforts to comply with federal fair housing rules identified? | | | |
| 1.2 | Is the homebuyer qualification process, including any prequalification or referral processes, described? | | | |
| 1.2 | Homebuyer selection processes. Is selection process described, i.e. lottery or 1st-come, 1st-served? | | | |
| 1.3.A | A description, including the calculation method, of how the amount of Program assistance ("gap") will be determined for each buyer, not to exceed the maximum subsidy limit. | | | |
| 1.3.B. | That an Acquisition Notice containing the items listed below be provided to the seller prior to making the purchase offer: | | | |
| 1.3.B.1) | 1. The purchaser has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement; and | | | |
| 1.3.B.2) | 2. An estimate of the fair market value of the property; and | | | |
| 1.3.B.6) | 6. That the property is owner occupied <u>or</u> purchased by existing tenant <u>or</u> vacant 4 months; and | | | |
| 1.3.B.7) | 7. If an acquisition notice will not be provided prior to the purchase offer, a provision that the seller may withdraw from the agreement after this information is provided. | | | |
| 1.4.B | Provision regarding downpayment, whether one is required or not. | | | |
| 1.5 | Homebuyer education is req'd for first-time buyers. | | | |
| 1.6 | Conflict of interest provision | | | |
| 1.7 | Non-discrimination provision | | | |
| 2.1 | Current income limits for the area, by household size. | | | |
| 2.2 | Income qualification criteria per most recent HCD program-specific guidance. | | | |
| 2.3 | Definition of Eligible Homebuyer. | | | |
| 2.3 | Specifies Program is restricted to households not currently homeowners. | | | |
| 3.1.A | Allowable location of units, e.g., located within the jurisdiction. | | | |
| 3.1.B | A description of the types of units allowed, i.e., single-family, duplexes, condominiums, manufactured homes, limits on acreage, etc. | | | |
| 3.1.C | Specifies that homes must comply with State & local codes and ordinances. | | | |
| 3.1.D | The requirement for flood insurance for homes in 100 year flood zone. | | | |
| 3.2.A 4) | A description of the required process to ensure that each unit either: (1) is free of local code-related health and safety deficiencies at time of purchase, or (2) that any work to be completed after purchase will be undertaken in accordance with HCD-approved housing rehabilitation program guidelines. Indicate which, (1) or (2). | | | |
| 3.2.C.3) | | | | |
| 3.2.B | Home requirement to not commit additional funds to project after first year. | | | |
| 3.2.C. 1) | Specifies that if the local program also offers rehabilitation, the unit must, prior to initial occupancy and for at least 6 months after purchase, be free from health and safety defects. | | | |
| 3.2.C. 2) | The unit must then meet the property standards or code no later than 2 years after transfer. | | | |
| 3.2.C.3) | If Rehabilitation is offered as part of the homebuyer program, check the guidelines against the HCD program's housing rehabilitation guideline checklist. Attach Guidelines and Checklist. | | | |
| 3.2.E | Lead-based Paint Requirements. The program guidelines either: (1) Exclude from eligibility properties constructed prior to 1978, or (2) include the required federal lead-based paint mitigation procedures. | | | |
| 3.2.E | Provision for Program grants for lead-based paint issues, if necessary. | | | |
| 3.3 | Anti-displacement & Relocation. A statement that tenant-occupied properties will not be eligible <u>or</u> a relocation plan is included which describes how permanently displaced tenants will be relocated/paid benefits. | | | |
| 4.0 | The Purchase Price Limits of homes at acquisition. (Optional for CDBG); (Cannot exceed appraised value for CalHome). | | | |
| 5.0 | Are buyers req'd to borrow the max. amount from the 1st lender? | | | |
| 5.1 | For Primary (superior) loans, discussion of lender ratios. | | | |
| 5.2 | For Primary loans, discussion of allowable interest rates. | | | |
| 5.2 | Market rate evidenced by Effective Rate + 50 basis points in Federal Housing Finance Board's most recent Monthly Interest Rate Survey for the SF District | | | |





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 20, 2014

Departments: Public Works - Engineering Division

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion)

PERSONS APPEARING BEFORE THE BOARD

Garrett Higerd

SUBJECT Contract Award for the Chalfant Streets Rehabilitation Project

AGENDA DESCRIPTION:

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

This project will rehabilitate approximately 5.5 miles of local streets and roads in Chalfant and White Mountain Estates.

RECOMMENDED ACTION:

Based on this staff report concerning bids received in response to a solicitation: 1) identify Qualcon Contractors Inc. as responsible bidder submitting the lowest responsive bid; 2) approve and authorize chair's signature on contract with Qualcon Contractors Inc. for the Chalfant Streets Rehabilitation Project in an amount not to exceed \$1,378,566.00; 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 \$81,428.00 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 \$1,419,000, and are approved as to form and legality by County Counsel.

FISCAL IMPACT:

This project is funded by the State Transportation Improvement Program (STIP). The California Transportation Commission (CTC) approved \$1,419,000 for the construction phase of this project on March 21, 2014. Contractor payments will not impact the General Fund.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760-924-1802 / 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

 [Attachments](#)

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 5/5/2014 4:08 PM | County Administrative Office | Yes |
| 5/14/2014 11:30 AM | County Counsel | Yes |
| 5/14/2014 12:00 PM | 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: May 20, 2014
To: Honorable Chair and Members of the Board of Supervisors
From: Garrett Higerd, Assistant Public Works Director
Re: Contract Award for the Chalfant Streets Rehabilitation Project

Recommended Action:

Based on this staff report concerning bids received in response to a solicitation for bids: 1) identify Qualcon Contractors Inc. as responsible bidder submitting the lowest responsive bid; 2) approve and authorize chair's signature on contract with Qualcon Contractors Inc. for the Chalfant Streets Rehabilitation Project in an amount not to exceed \$1,378,566.00; 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 \$81,428.00 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 \$1,419,000, and are approved as to form and legality by County Counsel.

Fiscal Impact:

This project is funded by the State Transportation Improvement Program (STIP). The California Transportation Commission (CTC) approved \$1,419,000 for the construction phase of this project on March 21, 2014. Contractor payments will not impact the General Fund.

Background:

This project was first programmed for use of STIP funds by the Mono LTC in 2008. The major work item of this project is rehabilitation of 5.5 miles of local streets and roads in Chalfant and White Mountain Estates. The project also includes installation of signage and driveway transitions. The project plans and manual were approved at the Board meeting of April 1, 2014, an optional pre-bid meeting was held in Bridgeport on Tuesday April 29, and two bids were received on May 12th. See the Bid Tabulation attached as Exhibit 1.

Staff recommends that the Board of Supervisors award the contract to Qualcon Contractors Inc., which submitted a responsive bid and is the lowest responsible bidder. Construction of new mailbox clusters and shoulder widening on Chalfant Road were included as bid alternates; however, sufficient funding is not available to contract for these work items at this time. Staff will monitor the budget closely and may be able to accommodate some portion of the mailbox clusters later via a contract change order.

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 June.

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
Assistant Public Works Director

Attachments: Exhibit 1 – Bid Tabulation
Exhibit 2 – Qualcon Contractors Agreement

EXHIBIT 1

Bid Tabulation
Chalfant Streets Rehabilitation Project
 Monday, May 12, 2014

| Item No. | Description | Qty | Unit | Qualcon Contractors Inc. | | Herback General Engineering | |
|--|---|--------|------|--------------------------|--------------|-----------------------------|--------------|
| BID SCHEDULE A: Street Reconstruction | | | | | | | |
| A-1 | Mobilization | 1 | LS | \$100,000.00 | \$100,000.00 | \$59,286.00 | \$59,286.00 |
| A-2 | Traffic Control | 1 | LS | \$35,000.00 | \$35,000.00 | \$20,152.00 | \$20,152.00 |
| A-3 | Pulverize Ex Roadway Section (6" Depth) | 35,000 | SY | \$3.00 | \$105,000.00 | \$4.46 | \$156,100.00 |
| A-4 | Aggregate Base | 450 | CY | \$45.00 | \$20,250.00 | \$184.05 | \$82,822.50 |
| A-5 | Place 3" Type II, HMAC | 5,709 | TON | \$114.00 | \$650,826.00 | \$120.50 | \$687,934.50 |
| A-6 | Cape Seal | 42,500 | SY | \$8.50 | \$361,250.00 | \$8.69 | \$369,325.00 |
| A-7 | HMAC Driveway Apron | 8,800 | SF | \$6.00 | \$52,800.00 | \$6.35 | \$55,880.00 |
| A-8 | Survey Monument | 10 | EA | \$500.00 | \$5,000.00 | \$474.00 | \$4,740.00 |
| A-9 | 18" RCP Class III Culvert | 342 | LF | \$70.00 | \$23,940.00 | \$109.00 | \$37,278.00 |
| A-10 | Culvert Structures (FES/DI) | 1 | LS | \$12,000.00 | \$12,000.00 | \$13,207.00 | \$13,207.00 |
| A-11 | R&R Signs | 25 | EA | \$500.00 | \$12,500.00 | \$454.00 | \$11,350.00 |
| BID SCHEDULE A TOTAL: | | | | \$1,378,566.00 | | \$1,498,075.00 | |

| Item No. | Description | Qty | Unit | Qualcon Contractors Inc. | | Herback General Engineering | |
|--|-----------------------------------|-------|------|--------------------------|-------------|-----------------------------|-------------|
| BID SCHEDULE B: Alternate 1 - Add Chalfant Road Shoulders | | | | | | | |
| B-1 | Mobilization & Traffic Control | 1 | LS | \$1,000.00 | \$1,000.00 | \$11,083.00 | \$11,083.00 |
| B-2 | Aggregate Base | 530 | CY | \$45.00 | \$23,850.00 | \$104.35 | \$55,305.50 |
| B-3 | Place 3" Type II, HMAC | 520 | TON | \$100.00 | \$52,000.00 | \$149.00 | \$77,480.00 |
| B-4 | Cape Seal | 2,177 | SY | \$8.50 | \$18,504.50 | \$11.95 | \$26,015.15 |
| B-5 | 4-inch Solid White Stripe (Paint) | 9,500 | LF | \$0.60 | \$5,700.00 | \$0.57 | \$5,415.00 |
| B-6 | Sign - Install New | 2 | EA | \$500.00 | \$1,000.00 | \$568.00 | \$1,136.00 |
| BID SCHEDULE B TOTAL: | | | | \$102,054.50 | | \$176,434.65 | |

| Item No. | Description | Qty | Unit | Qualcon Contractors Inc. | | Herback General Engineering | |
|--|---|--------|------|--------------------------|--------------|-----------------------------|--------------|
| BID SCHEDULE C: Alternate 2 - Reconstruct Valley Road | | | | | | | |
| C-1 | Mobilization & Traffic Control | 1 | LS | \$1,000.00 | \$1,000.00 | \$9,336.00 | \$9,336.00 |
| C-2 | Pulverize Ex Roadway Section (6" Depth) | 10,000 | SY | \$2.00 | \$20,000.00 | \$3.41 | \$34,100.00 |
| C-3 | Place 3" Type II, HMAC | 1,600 | TON | \$100.00 | \$160,000.00 | \$121.00 | \$193,600.00 |
| C-4 | Cape Seal Credit | 10,000 | SY | -\$8.50 | -\$85,000.00 | -\$1.31 | -\$13,100.00 |
| BID SCHEDULE C TOTAL: | | | | \$96,000.00 | | \$223,936.00 | |

| Item No. | Description | Qty | Unit | Qualcon Contractors Inc. | | Herback General Engineering | |
|---|--------------------------------|-----|------|--------------------------|-------------|-----------------------------|-------------|
| BID SCHEDULE D: Alternate 3 - Install Mailbox Clusters | | | | | | | |
| D-1 | Mobilization & Traffic Control | 1 | LS | \$500.00 | \$500.00 | \$375.00 | \$375.00 |
| D-2 | Remove Existing Mailboxes | 1 | LS | \$2,000.00 | \$2,000.00 | \$3,645.00 | \$3,645.00 |
| D-3 | Install Mailbox Cluster Unit | 20 | EA | \$1,400.00 | \$28,000.00 | \$1,766.00 | \$35,320.00 |
| D-4 | Place Concrete | 260 | SF | \$15.00 | \$3,900.00 | \$28.76 | \$7,477.60 |
| BID SCHEDULE D TOTAL: | | | | \$34,400.00 | | \$46,817.60 | |

| Item No. | Description | Qty | Unit | Qualcon Contractors Inc. | | Herback General Engineering | |
|--|------------------------|-----|------|--------------------------|------------|-----------------------------|-------------|
| BID SCHEDULE E: Alternate 4 - Install Mailbox Pull-outs | | | | | | | |
| E-1 | Mobilization | 1 | LS | \$500.00 | \$500.00 | \$4,268.00 | \$4,268.00 |
| E-2 | Aggregate Base | 53 | CY | \$45.00 | \$2,385.00 | \$128.00 | \$6,784.00 |
| E-3 | Place 3" Type II, HMAC | 55 | TON | \$114.00 | \$6,270.00 | \$185.00 | \$10,175.00 |
| BID SCHEDULE E TOTAL: | | | | \$9,155.00 | | \$21,227.00 | |

BIDDER'S GRAND TOTAL:

\$1,620,175.50

\$1,966,490.25

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND QUALCON CONTRACTORS INC. FOR
CHALFANT STREETS REHABILITATION PROJECT**
Project No. RPL-5947(046)

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as “the County”), may have the need for the various construction services of Qualcon Contractors Inc. of Minden, Nevada (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

This Agreement includes and is subject to the provisions of the Bid & Contract Documents, including the Project Manual as well as the Caltrans Standard Specifications (2010) and the Caltrans Standard Plans (2010) issued by the California Department of Transportation, as they may have been amended for County’s use, which documents are referenced and incorporated herein.

Contractor shall furnish the services, perform the work, and provide the associated materials and equipment for the County described in the Scope of Work (Attachment A), attached hereto and by reference incorporated herein. Requests by the County to Contractor to perform under this Agreement shall be made by the Director of the Mono County Department of Public Works, or an authorized representative thereof. Requests to Contractor for services and work to be performed under this Agreement shall be based upon the County’s need for such services or work.

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

2. TERM

The term of this Agreement shall be from May 20, 2014, through December 31, 2014, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation.

The County shall pay Contractor in accordance with the “Schedule of Fees” (set forth in Attachment A) for the services and work described in “Scope of Work” (also set forth in Attachment A) which are performed by Contractor at the County’s request.

B. Travel and Per Diem.

Unless otherwise stated in the Scope of Work (Attachment A), Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by the County under this Agreement.

C. No Additional Consideration.

Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive from the County, any additional consideration, compensation, salary, wages, or other type of remuneration for services or

work rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement.

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed one million three hundred seventy-eight thousand five hundred sixty-six (\$1,378,566.00) (hereinafter referred to as "contract limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment.

Contractor shall submit to the County, not more than once per month, a payment request in the form of an itemized statement of all services and work described in the Scope of Work (Attachment A), which were done at the County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the work. All statements submitted in request for payment should identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Statements shall be informative and concise regarding work performed during that billing period.

In accordance with Sections 20104.50 and 9203 of the Public Contract Code and upon finding that Contractor has satisfactorily completed the work and performed the services called for in the Scope of Work (Attachment A) and the Contract Documents, the County shall promptly pay Contractor within 30 days of its receipt of the itemized statement, but shall retain 5% of each such payment until the project is completed. However, in accordance with Section 22300 of the Public Contract Code, Contractor may substitute securities for any moneys withheld by the County to ensure performance under this Agreement or request the County to make payments of the retention earnings directly to an escrow agent at Contractor's expense. Should Contractor submit an improper payment request, the County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should the County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or the Contract Documents and/or should Contractor submit an improper payment request, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

F. Federal and State Taxes.

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

(2) The County shall withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one-thousand five-hundred dollars (\$1,500.00).

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

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

4. WORK SCHEDULE

Upon the County's issuance of a "Notice to Proceed," Contractor's obligation is to perform, in a timely manner, those services and work identified in the Scope of Work (Attachment A) which are requested by the County. All such work shall be performed as set forth in Section 5 of the Special Provisions.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services, and telephone service as is necessary for Contractor to provide the services and work identified in Attachment A to this Agreement. The County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. The costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY

A. Personal Property of the County.

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

B. Products of Contractor's Services and Work.

Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to the County.

8. WORKERS' COMPENSATION

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

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. Contractor, at the time of execution of this Agreement, will provide the County with evidence of the required workers' compensation insurance coverage as well as a workers' compensation policy endorsement waiving subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

9. PUBLIC WORK**A. Determination.**

The services and work to be provided by Contractor under this Agreement constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A of this Agreement. California Labor Code Section 1771 is incorporated herein by this reference, and a copy of that Section is attached to this Agreement as a part of Attachment B.

B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of a public work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

C. Apprentices.

Pursuant to Section 1777.5 of the California Labor Code, properly registered apprentices performing services and work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. California Labor Code Section 1777.5 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment B.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement that constitute a public work, except as provided by subdivision (b) of Section 1775 of the California Labor Code. California Labor Code Section 1775 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment B.

E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement.

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment B.

G. Posting of Prevailing Wages at Job Site.

Pursuant to California Labor Code Section 1773.2, Contractor shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of worker required in the execution of those services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work.

H. Hours.

Pursuant to Section 1810 of the California Labor Code, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work, is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

Pursuant to California Labor Code Section 1815, the performance of services and work, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work by employees of Contractor, or employees of any subcontractor under him, in excess of eight hours per calendar day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per calendar day at not less than one and one-half (1½) times the basic rate of pay. California Labor Code Section 1815 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment B.

J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code Section 1813, Contractor, and any subcontractors under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code. California Labor

Code Section 1813 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment B.

10. INSURANCE**A. General Liability.**

Contractor shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the services and work to be performed by Contractor under this Agreement. Such policy shall have a per occurrence limit for bodily injury, personal injury, and property damage of not less than three million dollars (\$3,000,000). Such policy shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least an "A.M. Best" policyholder's rating of "A:VII" or "A+:VII". Prior to commencing any work under this Agreement, Contractor shall provide the County: 1) a certificate of insurance documenting evidence of the required coverage; 2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and, 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without 30 days' written notice to the County.

B. Business Vehicle.

Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of five million dollars (\$5,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor-owned, non-owned, and hired vehicles employed by the Contractor in the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A). Prior to commencing any work under this Agreement, Contractor shall provide the County: 1) a certificate of insurance documenting evidence of the required coverage; 2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and, 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without 30 days' written notice to the County.

C. Pollution Liability

Contractor shall purchase and thereafter maintain Pollution Liability insurance of not less than one million dollars (\$1,000,000) each occurrence/two million dollars (\$2,000,000) policy aggregate covering liability arising from the sudden and accidental release of pollution.

D. Deductibles, Self-Insured Retentions, and Excess Coverage.

Any deductibles or self-insured retentions shall be declared by Contractor and must be approved by the County prior to Contractor commencing services and work requested by the County under this Agreement. At the option of the County, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subcontractors.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for Contractor.

F. Unemployment, Disability, and Liability Insurance

Contractor shall maintain, if so required by law, unemployment, disability and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor in performing work associated with this Agreement.

G. Contractor's Insurance Coverage Shall Be Primary

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

11. BOND REQUIREMENTS

Contractor shall furnish and maintain in effect the following bonds: 1) a labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a one-year warranty bond in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 3248 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement.

12. STATUS OF CONTRACTOR

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

A. Contractor (unless otherwise specified herein) shall determine the method, details, and means of performing the services and work to be provided by Contractor under this Agreement.

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

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

13. DEFENSE AND INDEMNIFICATION

Contractor 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, the performance of this Agreement by Contractor, or Contractor's agents, officers, employees, or subcontractors. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged

personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of Contractor, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

This provision shall survive any termination or expiration of this Agreement and remain in effect to meet the intent of this paragraph.

14. RECORDS AND AUDIT

A. Records.

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

B. Inspections, Audits, and Disputes.

Any authorized representative of the County, state, or State Auditor, County, shall have access to the records for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period the records are to be maintained by Contractor. Contractor and any subcontractor shall permit County, the state, and the FHWA if federal participating funds are used in this Agreement, to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by County's Finance Director or her designee. Not later than 30 days after issuance of the final audit report, if any, Contractor may request a review by County's Finance Director of unresolved audit issues. The request shall be submitted in writing. Neither the pendency of an unresolved audit issue, nor its consideration by County will excuse Contractor from full and timely performance in accordance with the terms of the Agreement.

15. NON-DISCRIMINATION

During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

16. TERMINATION

The County in may terminate this contract in accordance with Sections 6.11 and 6.12 of the Special Provisions of the Project Manual.

The Contractor may terminate this contract in accordance with Section 6.10 of the Special Provisions of the Project Manual.

If either party elects to terminate the contract, the termination of the contract and the total compensation payable to the Contractor shall be governed by the Special Provisions of the Project Manual, incorporated herein.

17. ASSIGNMENT

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

18. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 25 below.

19. DISPUTE RESOLUTION

Any dispute, other than an audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the Mono County Contract administrator assigned to the project and the Public Works Director, in consultation with the County Counsel, who may consider written or verbal information submitted by the Consultant. Not later than 30 days after completion of all work under the contract, the Consultant may request review by the Mono County Board of Supervisors of unresolved claims or disputes, other than audit. The request for review must be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement. These dispute procedures shall in no way replace those procedures provided by California law with regard to making claims against public entities, but shall be construed as being required in addition to all legal procedures that are required under State law to make a claim against a county.

20. CONFIDENTIALITY

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

21. CONFLICTS

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services and work under this Agreement.

22. POST-AGREEMENT COVENANT

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

23. SEVERABILITY

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

24. SAFETY

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment and procedures. Contractor shall comply with safety instructions issued by County. Contractor's personnel shall wear hard hats and safety vests at all times while working at the project site. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Contractor shall comply with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. All subcontracts entered into by Contractor shall contain the above provisions.

25. DEBARMENT AND SUSPENSION CERTIFICATION

Contractor's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined to be of ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

26. NLRB CERTIFICATION

Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court that orders Contractor to comply with an order of the National Labor Relations Board.

27. FUNDING LIMITATION

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms, within 10 days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 25 below.

28. VENUE

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

29. AMENDMENT

This Agreement may be extended, modified, amended, 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 Agreement to maintain continuity.

30. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or the County shall be required, or may desire, to make, shall be in writing and may be personally serviced, or sent by prepaid first class mail to the respective parties as follows:

| | |
|------------------------------|--------------------------|
| County of Mono: | Contractor: |
| Department of Public Works | Qualcon Contractors Inc. |
| Post Office Box 457 | 1645 Esmeralda Avenue |
| Bridgeport, California 93517 | Minden, NV 89423 |

31. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same is in writing executed by the parties hereto. This Agreement includes and is subject to the provisions of the Bid & Contract Documents, including the Project Manual and Project Plans and the Standard Specifications (2010) and the Standard Plans (2010) issued by the California Department of Transportation, as they may have been amended for County’s use, which documents are referenced and incorporated herein. Any modification to those documents prior to the bid opening shall be made by Addendum issued by the County. Any modification hereto after the award of contract shall be made by contract change order that is formally executed by both the County and Contractor in accordance with the provisions of paragraph 25 of this Agreement and/or the Public Contract Code, depending on the dollar amount of the change order.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

CONTRACTOR:

By: _____
Name: Larry K. Johnston
Title: Chair of the Board of Supervisors
Date: _____

By: _____
Name: Gerald G. Jensen
Title: President
Firm: Qualcon Contractors Inc.
Date: _____

Approved as to Form:

Tax ID: _____

DRAFT

Stacey Simon
Assistant County Counsel

Date

ATTACHMENT A**AGREEMENT BETWEEN THE COUNTY OF MONO
AND QUALCON CONTRACTORS INC. FOR
CHALFANT STREETS REHABILITATION PROJECT**

Project No. RPL-5947(046)

TERM:**FROM: May 20, 2014****TO: December 31, 2014****SCOPE OF WORK:**

The County has selected and contractor shall construct project bid items listed in **Bid Schedule A**.

The major work items of this Project are: Full depth grind of existing asphalt concrete pavement, spreading and compaction of pavement grindings, placement of three-inches of new asphalt concrete pavement along 12,500 lineal feet of roadway, in addition a cape seal will be applied as a preventative maintenance treatment on 16,500 lineal feet of roadway. Minor improvements include driveway transitions, culverts, roadway signage, and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with Bid & Contract Documents, including the Project Manual and Project Plans and the Standard Specifications (2010) and the Standard Plans (2010) issued by the California Department of Transportation, as they may have been amended for County's use.

Tasks performed in completing the project shall follow generally-accepted practices for the construction industry and shall meet the minimum requirements and guidelines established by federal, state, and local agencies. Work tasks shall be coordinated with the Mono County Department of Public Works.

Note: This Agreement and Scope of Work includes and is subject to the provisions of the Contract Documents, including Project Manual, Project Plans, and the General Prevailing Wage Rates established by the California Department of Industrial Relations in effect on the date of this agreement, which documents are attached hereto and/or by reference incorporated herein.

WORK SCHEDULE:

See Contract Documents, attached hereto and incorporated herein. Completion of site improvements shall be specified in a Notice of Completion filed in the Office of the County Recorder by Public Works.

SCHEDULE OF FEES:

| Item No. | Description | Qty | Unit | Unit Price | Item Total |
|--|---|--------|------|--------------|-----------------------|
| BID SCHEDULE A: Street Reconstruction | | | | | |
| A-1 | Mobilization | 1 | LS | \$100,000.00 | \$100,000.00 |
| A-2 | Traffic Control | 1 | LS | \$35,000.00 | \$35,000.00 |
| A-3 | Pulverize Ex Roadway Section (6" Depth) | 35,000 | SY | \$3.00 | \$105,000.00 |
| A-4 | Aggregate Base | 450 | CY | \$45.00 | \$20,250.00 |
| A-5 | Place 3" Type II, HMAC | 5,709 | TON | \$114.00 | \$650,826.00 |
| A-6 | Cape Seal | 42,500 | SY | \$8.50 | \$361,250.00 |
| A-7 | HMAC Driveway Apron | 8,800 | SF | \$6.00 | \$52,800.00 |
| A-8 | Survey Monument | 10 | EA | \$500.00 | \$5,000.00 |
| A-9 | 18" RCP Class III Culvert | 342 | LF | \$70.00 | \$23,940.00 |
| A-10 | Culvert Structures (FES/DI) | 1 | LS | \$12,000.00 | \$12,000.00 |
| A-11 | R&R Signs | 25 | EA | \$500.00 | \$12,500.00 |
| BID SCHEDULE A TOTAL: | | | | | \$1,378,566.00 |

ATTACHMENT B**AGREEMENT BETWEEN THE COUNTY OF MONO
AND QUALCON CONTRACTORS INC. FOR
CHALFANT STREETS REHABILITATION PROJECT**

Project No. RPL-5947(046)

TERM:**FROM: May 20, 2014****TO: December 31, 2014****CALIFORNIA LABOR CODE:**

Sections 1771, 1775, 1776, 1777.5, 1813, and 1815

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
 - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

- (ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
 - (iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.
- (C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
- (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
- (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1776, 1777.5, 1813, and 1815.
 - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
 - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; inspection; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules and regulations

- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her

in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.
- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).
- (d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- (e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.
- (f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.
- (2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

- (g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.
- (h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- (i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.
- (j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; and compliance program

- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
 - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract,

the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
- (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
- (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
- (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to

submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

FAITHFUL PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS that we, _____,
the Contractor in the contract hereto annexed, as Principal, and _____,
as Surety, are held and firmly bound unto the County of Mono in the sum of \$ _____
lawful money of the United States, for which payment, well and truly to be made, we bind ourselves,
jointly and severally, firmly by these presents.

Signed, Sealed, and Dated _____

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the Agreement hereto annexed, shall faithfully perform each and all of the conditions of said Agreement to be performed by it, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and materials, other than material, if any, agreed to be furnished by the County, necessary to perform and complete in a good workmanlike manner the work of CHALFANT STREETS REHABILITATION PROJECT in strict conformity with the terms and conditions set forth in the Agreement hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall, in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney’s fee to be awarded and fixed by the court, and to be taxed as costs, and to be included in the judgment therein rendered, provided however, that the amount of such attorney’s fee and the amount payable hereunder for Contractor’s failure of faithful performance shall not exceed the principal amount of this bond.

DRAFT

Contractor Date

APPROVED AS TO FORM:

DRAFT

Surety Date

DRAFT

County Counsel Date

(Attach acknowledgement)

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL BY THESE PRESENTS that we, _____,
the Contractor in the contract hereto annexed, as Principal, and _____,
as Surety, are held and firmly bound unto the County of Mono in the sum of \$ _____
lawful money of the United States, for which payment, well and truly to be made, we bind ourselves,
jointly and severally, firmly by these presents.

Signed, Sealed, and Dated _____

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the Agreement hereto annexed, or its subcontractor, fails to pay for any materials, provisions, provider or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done by said Contractor, namely to furnish all tools, equipment, apparatus, facilities, transportation, materials, and labor in a good workmanlike manner for the work of CHALFANT STREETS REHABILITATION PROJECT, in strict conformity with the terms and conditions set forth in the Agreement hereto annexed, or fails to pay for any work or labor done thereon of any kind or fails to pay for amounts due pursuant to Civil Code Section 3248, or fails to pay any of the persons named in Civil Code Section 3181, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond is executed in accordance with the requirements of Title XV of the Civil Code and is subject to the provisions thereof, and shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under and by virtue of the provisions of Civil Code Section 3181, or to their assigns, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

DRAFT

Contractor Date

APPROVED AS TO FORM:

DRAFT

Surety Date

DRAFT

County Counsel Date

(Attach acknowledgement)

WARRANTY BOND

KNOW ALL BY THESE PRESENTS that we, _____,
the Contractor in the contract hereto annexed, as Principal, and _____,
as Surety, are held and firmly bound unto the County of Mono in the sum of \$ _____
lawful money of the United States, for which payment, well and truly to be made, we bind ourselves,
jointly and severally, firmly by these presents.

Signed, Sealed, and Dated _____

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the Agreement hereto annexed, or its subcontractor, fails to maintain and remedy in a good workmanlike manner the work of CHALFANT STREETS REHABILITATION PROJECT such that it is free from defects in materials and workmanship for a period of one year commencing on _____ (the "Maintenance Period"), said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

DRAFT

Contractor Date

APPROVED AS TO FORM:

DRAFT

Surety Date

DRAFT

County Counsel Date

(Attach acknowledgement)



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 20, 2014

Departments: EMS

TIME REQUIRED 30 minutes (15 minute presentation;
15 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Dr. Richard O. Johnson

SUBJECT Follow-up to EMS System Workshop

AGENDA DESCRIPTION:

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

Dr. Johnson presented a LEMSA Workshop on April 15, 2014. The opportunity for questions and discussion was postponed until this date.

RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Lynda Salcido

PHONE/EMAIL: 760-924-1842 / lsalcido@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:

none

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[staff report](#)

History

Time

Who

Approval

| | | |
|-------------------|------------------------------|-----|
| 5/9/2014 4:57 PM | County Administrative Office | Yes |
| 5/13/2014 9:17 AM | County Counsel | Yes |
| 5/12/2014 9:13 AM | Finance | Yes |

COUNTY of MONO

HEALTH DEPARTMENT
P.O. BOX 3329
MAMMOTH LAKES, CA 93546

Public Health (760) 924-1830 Fax (760) 924-1831
Environmental Health (760) 924-1800 Fax (760) 924 1801



May 20, 2014

To: Honorable Board of Supervisors

From: Lynda Salcido, Public Health Director

Subject: Follow-up to EMS System Workshop regarding LEMSA options

Recommended Action: Conduct follow-up to EMS System Workshop

Discussion: Dr. Johnson presented a LEMSA Workshop on April 15, 2014. Opportunity for questions and discussion was postponed until this date.

Fiscal Impact/ Budget Projections: none

For questions regarding this item, please call Lynda Salcido at (760) 924-1842.

Submitted by: _____
Lynda Salcido, Public Health Director Date

Richard O. Johnson, M.D., MPH, Public Health Officer

Contact
Office: (760) 924-1828
Fax: (760) 924-1831
E-Mail: rjohnson@mono.ca.gov

24/7/365 Emergency Contact
Cell phone : 760-914-0496



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE May 20, 2014

Departments: Public Works, County Counsel

TIME REQUIRED 20 minutes (5 minute presentation; 15 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Jeff Walters, Marshall Rudolph

SUBJECT Mailbox Ordinance

AGENDA DESCRIPTION:

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

Proposed ordinance adding section 13.04.025 to the Mono County Code, pertaining to mailboxes.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Jeff Walters

PHONE/EMAIL: 760.932.5459 / jwalters@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

- [Mailbox Ordinance - Staff Report](#)
- [Exhibit 1 - Draft Mailbox Ordinance](#)

History

Time

Who

Approval

| | | |
|--------------------|------------------------------|-----|
| 5/12/2014 4:05 PM | County Administrative Office | Yes |
| 5/13/2014 9:02 AM | County Counsel | Yes |
| 5/14/2014 10:07 AM | Finance | Yes |



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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Date: May 20, 2014
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Acting Public Works Director
Subject: Proposed ordinance adding section 13.04.025 to the Mono County Code, pertaining to mailboxes

Recommended Action:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact:

None

Discussion:

Construction and/or installation of a mailbox within county right-of-way require residents to apply for and receive an encroachment permit. At the direction of the Board all individual mailboxes located within Mono County were inventoried in 2013. The inventory resulted in a tally of over 400 mailboxes and with strict interpretation of the breakaway requirement 28 found to be out-of-compliance. However, upon further evaluation 27 of these same mailboxes were deemed acceptable.

The proposed ordinance (Exhibit 1) is a revised version the Board considered on September 11, 2012.

The ordinance as drafted would grandfather all previous mailbox installations.

If you have any questions regarding this item, please contact Jeff Walters at 932-5459.

Respectfully submitted,

Jeff Walters
Acting Public Works Director



ORDINANCE NO. ORD14-___

AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS ADDING SECTION 13.04.025 TO THE MONO COUNTY CODE, PERTAINING TO MAILBOXES

WHEREAS, the placement of a mailbox in the right of way of a county highway is a type of "encroachment" for which a permit is required under Chapter 13.04 of the Mono County Code; and

WHEREAS, not all mailbox designs or construction materials are acceptable to the County as encroachments, due to safety concerns pertaining to their ability to give way in the event of a vehicle collision; and

WHEREAS, there has been some public confusion regarding whether an encroachment permit is always required to install a mailbox, and some mailboxes currently exist in the County right of way for which no permit was ever issued and which may or may not be constructed in such a manner as to pose a safety hazard; and

WHEREAS, the Board finds that it would useful to clarify and memorialize in the County Code the County's requirements for mailboxes as encroachments; and

WHEREAS, such Code enhancements were also recommended by the most recent grand jury report;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS as follows:

SECTION ONE: Section 13.04.025 is hereby added to the Mono County Code and shall read as follows:

"13.04.025 Mailboxes.

A. The placement of any mailbox in the right-of-way of a county highway is an encroachment for which a permit is required under this chapter, regardless of the mailbox's design, materials, or manner of construction. The term "mailbox" includes not only the box or receptacle into which mail is placed, but also the supporting post, pole, or other structure attached to the receptacle, any concrete or other foundation at the base of the post, pole, or structure, and any objects placed at or near the base for adornment or aesthetic enhancement.

B. An application for an encroachment permit with respect to a mailbox should generally be granted as long as all of the following criteria are met: (1) the mailbox's design and construction complies with official standards or guidelines of the United States Postal Service and will easily give way in the event it is struck by a car, truck, snowplow, or other motor vehicle; (2) the location of the mailbox will not interfere with the County's road maintenance, snow removal or snow storage, nor with reasonable public use of the right of way, including but not limited to public parking; and (3) the mailbox will not otherwise create a safety hazard in the opinion of the director of roads. One example of a generally-acceptable design, construction, and location of a mailbox for purposes of

1 meeting the above criteria is a standard, metal mailbox mounted to the top of a
2 four-inch by four-inch (4" x 4") wooden post, which is set back six to eight inches
3 (6"-8") from the front face of the curb or road edge to the mailbox door, buried no
4 more than twenty-four inches (24"), and with the total height of the mailbox
assembly above the road surface of between forty-two and forty-eight inches
(42"-48").

5 C. In the event an application for an encroachment permit with respect to a
6 mailbox is denied, the applicant may appeal that decision to the board of
7 supervisors by filing a written request for the appeal with the clerk of the board
8 of supervisors within 30 days after the decision and paying any applicable fee the
9 county may have duly established for such an appeal. The board's review of the
10 matter shall be de novo and the board may consider any evidence and make any
11 decision with respect to the appeal as it deems proper, including allowing a
12 variance from the standard mailbox criteria set forth above for good cause shown
13 and subject to such conditions of approval (if any) as the board may impose in its
14 sole discretion. In no event shall the board be required to grant a requested
15 permit or variance.

16 D. In issuing an encroachment permit for a mailbox, the County assumes no
17 responsibility or liability for the mailbox in the event of any damage to the
18 mailbox from any cause whatsoever nor for any damage or injury to any person
19 or property allegedly caused by or resulting from the mailbox or by its presence
20 in the County right-of-way. Any mailbox for which a permit has been issued
21 shall be repaired as necessary (including in the event it is damaged for any
22 reason) and maintained by the permit holder or his or her successor-in-interest in
23 a safe and functional condition. Furthermore, the design and manner of
24 construction of a mailbox shall not be modified after issuance of a permit without
25 the prior, written consent of the County. Any failure to properly repair or
26 maintain a mailbox, and any modification of a mailbox without the County's
27 consent, shall constitute grounds to revoke the encroachment permit for the
28 mailbox. The County may include any of the foregoing as express conditions of
approving any application for an encroachment permit, but any absence of such
conditions in a permit shall not constitute a waiver of this subsection.

E. The provisions of this section are intended to be declarative of existing
law as of the date this section was adopted.

F. Notwithstanding the foregoing, any mailboxes already existing in a
County right-of-way as of _____, 2014, without an encroachment permit
(which the County has inventoried and found acceptable) may continue to exist
and be repaired and maintained in their current condition without an
encroachment permit. But an encroachment permit shall be required in order to
change the design, construction, or location of such an existing mailbox."

SECTION TWO: This ordinance shall become effective 30 days from the date of
its adoption and final passage, which appears immediately below. The Clerk of the
Board of Supervisors shall post this ordinance and also publish the ordinance or a
summary thereof in the manner prescribed by Government Code section 25124 no later
than 15 days after the date of this ordinance's adoption and final passage. If the Clerk
fails to so publish this ordinance or a summary thereof within said 15 day-period, then
the ordinance shall not take effect until 30 days after the date of publication.

1 **PASSED, APPROVED and ADOPTED** this ___day of_____, 2014, by the
2 following vote, to wit:

3 AYES:
4 NOES:
5 ABSENT:
6 ABSTAIN:
7 VACANT:

8 _____
9 LARRY K. JOHNSTON, Chairman
10 Mono County Board of Supervisors

11 ATTEST:

12 APPROVED AS TO FORM:

13 _____
14 Clerk of the Board

15 _____
16 COUNTY COUNSEL