



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

Regular Meeting November 10, 2015

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 Bob Musil, Clerk of the Board: bmusil@mono.ca.gov.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS

A. Resolution in Appreciation of Jeff Ulrich

Departments: Board of Supervisors

Presentation of Resolution of Appreciation for retiring Bridgeport District Ranger Jeff Ulrich.

This item is being requested by Supervisor Tim Fesko.

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. EMS Ad Hoc Committee - Time Extension

Request by the EMS Ad Hoc Committee to extend deadline for final report to March 1, 2016.

Recommended Action: Approve request by the EMS Ad Hoc Committee to extend the deadline for their final report to March 1, 2016.

B. Ordinance Amending Chapter 7.50 of the Mono County Code

Departments: Social Services, County Counsel

Proposed ordinance No. ORD 15- amending chapter 7.50 of the Mono County Code pertaining to the provision of General Assistance to indigent residents of Mono County.

Recommended Action: Adopt proposed ordinance.

Fiscal Impact: None.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE

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

9. REGULAR AGENDA - MORNING

A. ESTA Annual Report

Departments: Clerk of the Board of Supervisors

10 minutes (5 minute presentation; 5 minute discussion)

(John Helm) - Presentation of the 2014/2015 ESTA Annual Report.

Recommended Action: None; informational only.

Fiscal Impact: None.

B. Bodie Road

Departments: Public Works - Road

20 minutes (5 minute presentation; 15 minute discussion)

(Jeff Walters) - Public Works and California State Parks have previously worked on the unpaved section of the Bodie Road to improve the road's surface for vehicles. Another round of work would consist of hauling in material, grading, wetting it down and compacting. This would build up and improve the road surface and reduce the costs associated with future road repairs.

Recommended Action: Receive staff report regarding a potential maintenance proposal for the Bodie Road from the easterly end of State Route 270 to the entrance of the Park. Provide any desired direction to staff.

Fiscal Impact: Up to \$25,000 out of the Road Fund.

C. Mono County Property Assessed Clean Energy Programs (PACE)

Departments: Finance

10 minutes (5 minute presentation; 5 minute discussion)

(Gerald Frank) - Consider adding two program administrators to Mono County's PACE program, Ygrene and California First.

Recommended Action: 1. Receive a presentation and review the request to add California First and Ygrene as approved PACE administrators, and 2. Adopt proposed California Statewide Communities Development Authority Resolution #R15-____. (California First Program) and/or, 3. Adopt proposed California Home Finance Authority Resolutions #R15-____, #R15-____, #R15-____, and Collection Agreements (Ygrene Program). Provide any desired direction to staff.

Fiscal Impact:

Participation in the California First and Ygrene programs will require minimal staff time to administer once enrollees participate.

D. CARB Compliance - Vehicle Replacement Cost Overage and Extension

Departments: Public Works - Road

15 minutes (5 minute presentation and 10 minute discussion)

(Jeff Walters) - The Mono County Board of Supervisors previously authorized Public Works to go out to bid for one new Dump/Plow/Water truck to replace two existing trucks. The bid was closed on October 28th and low bid was nearly \$15,000 above the Board approved budget of \$224,547.

Recommended Action: Authorize Public Works to use Motor Pool funds to cover the difference until the sale of the old trucks. Utilize the proceeds from the sale of the old equipment and, if necessary, funds from the Road Insurance monies from the Round Fire to repay Motor Pool. Provide any desired direction to staff.

Fiscal Impact: \$14,524.25 upfront from Motor Pool until this amount is repaid from the sale of the old trucks and, if needed, with insurance funds in the Road Fund resulting from vehicle damage due to the Round Fire.

E. Bid Results for the Bridgeport Memorial Hall Remodel Project

10 minutes (5 minute presentation; 5 minute discussion)

(Joe Blanchard) - The project consists of demolition, constructing mechanical/storage rooms, serving bar, accessible wheelchair lift, theater stage and seating area, and second floor restrooms at the Memorial Hall Building located at 73 North School Street in Bridgeport.

Recommended Action: Based on the staff report indicating that no bids were received in response to a formal solicitation for bids, approve and authorize Public Works Director to construct the project by force account with Public Works staff pursuant to subdivision (c) of Public Contract Code section 22038.

Fiscal Impact: The Engineer's estimate to complete the project with Public Works staff is \$324,668. CSA #5 has approved up to \$435,000 for the project. The \$435,000 amount has been included in the CSA's proposed 2015/2016 budget. There is no anticipated impact to the General Fund.

F. Employment Contract with Leslie Chapman

Departments: Board of Supervisors, County Counsel

10 minutes (5 minute presentation; 5 minute discussion)

(Marshall Rudolph) - Resolution Approving an Agreement re Employment of Leslie Chapman and prescribing the compensation, appointment, and conditions of said employment. This agreement reflects Ms. Chapman's recent appointment as

County Administrator (she was previously the County's Finance Director) and modifies her compensation accordingly.

Recommended Action: Adopt Resolution R15-___, Approving an Agreement re Employment of Leslie Chapman and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: Fiscal impact for the remaining 8 months of fiscal year 2015-16 is \$156,283, including salary \$106,664, PERS \$24,044 and other benefits of \$25,575. Impact for a full year is \$234,425, including salary \$159,996, PERS \$36,066 and other benefits \$38,363.

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, and Lynda Salcido. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrator.

C. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: HR Manager.

D. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Counsel.

E. Closed Session: Performance Evaluation

2 PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS. Government Code section 54957. Title: Public Safety Officer; Deputy Sheriff.

F. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Finance Director.

G. 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.

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 10, 2015

Departments: Board of Supervisors

TIME REQUIRED

SUBJECT Resolution in Appreciation of Jeff Ulrich

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Presentation of Resolution of Appreciation for retiring Bridgeport District Ranger Jeff Ulrich.

This item is being requested by Supervisor Tim Fesko.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Requested by Supervisor Fesko

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:

Click to download

[Resolution Jeff Ulrich](#)

History

Time	Who	Approval
11/6/2015 11:25 AM	County Administrative Office	Yes

11/6/2015 11:24 AM

County Counsel

Yes

11/6/2015 11:21 AM

Finance

Yes



**RESOLUTION OF THE BOARD OF SUPERVISORS
COUNTY OF MONO
IN APPRECIATION OF JEFF ULRICH**

WHEREAS, Jeff Ulrich has had a 26-year career with the U.S. Forest Service and was promoted to serve as the Humboldt-Toiyabe National Forest Bridgeport District Ranger in 2013; and

WHEREAS, during this time, Jeff has interacted with Mono County on a number of issues ranging from trails and off-highway vehicle use and events, cell tower permitting, visitor center planning, to general plan and area plan updates and forest plan amendments; and

WHEREAS, his planning and implementation of Bi-state sage grouse habitat projects on the District were instrumental in keeping sage grouse from becoming a listed population in Mono County and one Bi-state project (Wheeler Meadow restoration) was implemented in Mono County to continue current habitat restoration efforts; and

WHEREAS, he has enjoyed ongoing and successful coordination with the Mountain Warfare Training Center; and

WHEREAS, Jeff has been a strong supporter of multi-agency collaboration in the Eastern Sierra, serving on the Mono County Collaborative Planning Team, interacting with the Bi-State Local Area Working Group, consistently attending and participating with Regional Planning Advisory Committees of both Bridgeport Valley and Antelope Valley; and

WHEREAS, Jeff has also been effective working behind the scenes, collaborating with various levels of staff and elected/appointed officials to solve local problems; and

WHEREAS, Jeff is supportive of tourism in Mono County – including winter recreation for enjoyment by locals and visitors and summer recreation opportunities, and believes the District should participate in the annual Fourth of July parade and worked with employees to build a float honoring the 50th Anniversary of the Wilderness Act; and

WHEREAS, as a highly respected Eastern Sierra official, Jeff will be missed by the agencies and citizens of the region.

NOW, THEREFORE, BE IT RESOLVED that the Mono County Board of Supervisors expresses sincere appreciation to Jeff Ulrich for his service to the citizens of Mono County.

APPROVED AND ADOPTED this 10th day of November, 2015, by the Mono County Board of Supervisors.

Timothy E. Fesko, District Four
Chairman

Larry Johnston, District One

Fred Stump, District Two, Vice-Chair

Tim Alpers, District Three

Stacy Corless, District Five



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 10, 2015

TIME REQUIRED

SUBJECT EMS Ad Hoc Committee - Time
Extension

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Request by the EMS Ad Hoc Committee to extend deadline for final report to March 1, 2016.

RECOMMENDED ACTION:

Approve request by the EMS Ad Hoc Committee to extend the deadline for their final report to March 1, 2016.

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[EMS Extension Request](#)

History

Time	Who	Approval
11/4/2015 4:59 PM	County Administrative Office	Yes
11/4/2015 6:12 PM	County Counsel	Yes



CLERK-RECORDER-REGISTRAR OF VOTERS COUNTY OF MONO

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Bob Musil
Clerk/Recorder/Registrar
bmusil@mono.ca.gov

Shannon Kendall
Assistant Clerk/Recorder/Registrar
skendall@mono.ca.gov

November 10, 2016

Honorable Board of Supervisors:

The Emergency Medical Services (EMS) Ad Hoc Committee which your Board established earlier this year would like to request an extension of the deadline for submittal of their final report. While they are making good progress, they feel that they need a little more time, and a few more meetings, in order to fully complete their work.

The EMS Ad Hoc Committee respectfully requests that the deadline for submittal of their final report be extended from November 21, 2015 to March 1, 2016.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Bob Musil", is written over a horizontal line.

Bob Musil
Clerk of the Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 10, 2015

Departments: Social Services, County Counsel

TIME REQUIRED

SUBJECT Ordinance Amending Chapter 7.50
of the Mono County Code

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed ordinance No. ORD 15- amending chapter 7.50 of the Mono County Code pertaining to the provision of General Assistance to indigent residents of Mono County.

RECOMMENDED ACTION:

Adopt proposed ordinance.

FISCAL IMPACT:

None.

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 760-924-1763 / kpeterson@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Exhibit 1 - Ordinance and Attachment A \(Chapter 7.50\)](#)

History

Time	Who	Approval
11/6/2015 10:37 AM	County Administrative Office	Yes
11/4/2015 5:38 PM	County Counsel	Yes
11/4/2015 5:44 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo
Christian Milovich

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Legal Assistant
Jennifer Senior

To: Honorable Board of Supervisors

From: Kathryn Peterson, Director of Social Services
Christian Milovich, Deputy County Counsel

Date: November 10, 2015

Re: Amendments to Chapter 7.50 of the Mono County Code pertaining to the provision of General Assistance to indigent residents of Mono County.

Recommendation

Adopt proposed ordinance amending Chapter 7.50 of the Mono County Code pertaining to the provision of General Assistance to indigent residents of Mono County. Provide any desired direction to staff.

Fiscal Impact

None

Discussion

The proposed ordinance was introduced at your November 3, 2015, meeting and is on your agenda for adoption today.

As discussed on November 3rd, Chapter 7.50 of the Mono County Code describes the County's GA implementation policies and procedures and was last amended in 2004. The Department of Social Services now seeks to revise the date of eligibility for GA funds so that it is consistent with other aid program procedures, and make other clarifying and non-substantive changes to the chapter. The updated chapter is shown in Exhibit 1 and replaces the previously existing chapter in its entirety.

Attachments:

Exhibit 1 – Ordinance with Attachment A (Updated Chapter 7.50)



ORDINANCE NO. ORD 15-__

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS
AMENDING CHAPTER 7.50 OF THE MONO COUNTY CODE PERTAINING
TO THE PROVISION OF GENERAL ASSISTANCE TO INDIGENT
RESIDENTS OF MONO COUNTY**

WHEREAS, authority for the administration of General Assistance within the County of Mono is vested in the Board of Supervisors pursuant to California Welfare and Institutions Code section 17000 and following; and

WHEREAS, the Board of Supervisors did, on April 20, 2004, adopt its Ordinance Number 04-02, which served to revise the criteria and standards and other conditions for the administration of the General Assistance program in Mono County; and

WHEREAS, the Board of Supervisors now wishes to further amend Chapter 7.50 to revise the date of eligibility for General Assistance funds, and make other clarifying and non-substantive changes.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS as follows:

SECTION ONE: Chapter 7.50 of the Mono County Code is hereby amended in its entirety to read as set forth in Attachment "A", attached hereto and incorporated herein by this reference.

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 in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this ____ day of November, 2015 by the following vote, to wit:

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

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Timothy E. Fesko, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

Mono County Department of Social Services
General Assistance
Policies and Procedure Regulations

7.50.010 Purpose of General Assistance

- A. The purpose of this chapter is to adopt those standards as set forth in the Welfare and Institutions Code Part 5, commencing with section 17000. General Assistance is to provide indigent legal residents of Mono County whose needs are not met by personal or other resources, and who are not employed or eligible for other public assistance with subsistence.

- B. General Assistance benefits are considered to be a loan and must be repaid to the County. As a condition for granting General Assistance, each applicant shall be required to sign an agreement to reimburse the County of Mono for such assistance if and when the recipient obtains the financial means for making such reimbursement.

7.50.020 Authority

- A. Authority for the administration of General Assistance in Mono County is vested in the Board of Supervisors pursuant to 17000 of the Welfare and Institutions Code. The Department of Social Services shall prepare such procedures and adopt such forms for assistance as may be necessary to implement the provisions of these regulations.

Pursuant to 10850 of the Welfare and Institutions Code, all records established in accordance with these regulations shall remain confidential and shall be subject for inspection only in accordance with the provisions set forth in the same section of the Welfare and Institutions Code.

It is the intent of the Board of Supervisors that the General Assistance Program is to be administered in a manner that 1) is consistent with the provisions of the regulations; 2) respects individual rights; and 3) does not violate individual privacy or personal dignity nor discriminate any person on account of race, color, national origin, religion, political affiliation, gender, sexual orientation, marital status, age or disability.

7.50.030 Definitions

When used in this chapter, the following words and phrases shall have the meaning indicated below:

- A. **“Adequate/Timely Notice”** means a written notice, effective the last day of the current month, informing the recipient of the action the County intends to take, the reasons for the intended action, the specific regulations supporting such action, an explanation of the applicant’s/recipient’s right to request an administrative hearing, and if appropriate, the circumstances under which aid will be continued if a hearing is requested. Adequate Notice must be provided prior to the intended action. Timely Notice is a written notice that is mailed to the person affected at least ten (10) calendar days before the effective date of the action.
- B. **“Aid in Cash”** means a loan paid by the County check, warrant or voucher to an applicant/recipient for general assistance.
- C. **“Date of Application”** means the date the SAWS 1 Application is date stamped by the Department of Social Services and shall be considered the beginning date of aid.
- D. **“Department”** means the Mono County Department of Social Services.
- E. **“Destitute”** means without funds or the ability to obtain funds for self-support.
- F. **“Director”** means the Director of the Department of Social Services of the County of Mono.
- G. **“Employable”** means capable of employment. An applicant/recipient of General Assistance shall be assumed to be employable unless there is adequate evidence of a medical condition that prevents a person’s ability to gain or maintain employment.
- H. **“Employment”** means part-time or full-time work, including commission work or self-employment, whether or not income is generated.
- I. **“Applicant”** is an individual or married couple, who is making a re-application for aid.

Attachment A

- J. **“Recipient(s)”** is an individual, married couple, who is/are presently receiving aid.
- K. **“General Assistance”** is financial assistance to meet subsistence needs of indigent persons and is provided to eligible residents of Mono County who are either citizens of the United States or entitled to remain in the United States of America permanently. [See item B. above “Aid in Cash”]
- L. **“Good Cause”** means one or both of the following: 1) The applicant or recipient is suffering from a verified mental or physical disability; and/or, 2) The applicant’s or recipient’s failure to comply with these regulations is directly attributable to county error.
- M. **“Income”** is any benefit currently available to the applicant/recipient for subsistence, whether in cash or in kind.
- N. **“Medical Licensed Practitioner”** means a licensed health care professional authorized by state law to diagnose and treat physical and/or mental impairments.
- O. **“Minor”** means a person under the age of 18. “Legally emancipated minor” is a person under the age of 18 who has entered into a valid marriage, whether or not the marriage has been dissolved, or has been declared legally emancipated by a court of competent jurisdiction. A legally emancipated minor is eligible to apply for General Assistance.
- P. **“Resident”** means a natural citizen or legally permanent resident of the United States of America who has legally resided in Mono County continuously for fifteen days immediately preceding his/her application with the intent to remain in Mono County.
- Q. **“Resources”** include, but are not limited to, property, cash or services, which are available to the applicant for self-support.
- R. **“Responsible Relative”** means a person who is legally obligated to provide support for the applicant/recipient, such as a spouse or parent for a minor child. Exemptions for responsibility may be established if pursuing financial support from a spouse or parent may result in severe physical or emotional harm to the applicant/recipient as demonstrated by sufficient corroborative evidence, such as law enforcement reports or court orders.

- S. **“Sponsored Alien”** means a non-citizen for whom a sponsor has executed an affidavit of support. General Assistance to a sponsored alien will be provided pursuant to Welfare and Institutions Code 17001.6 et.seq. as those sections may be amended from time to time.
- T. **“Transient”** means a person who is not a resident of Mono County.
- U. **“Undocumented Alien”** means a person living in the United States of America without legal permission from the United States Citizens and Immigration Services (USCIS).
- V. **“Waiver”** means that a waiver of requirements can be granted based upon hardships such as a medical disability, no transportation, required care of a household member, or as determined by the department head. A request for a waiver must be submitted in writing together with the appropriate documentation in support of such waiver.

7.50.040 Eligibility

A. Eligibility Requirements

1. In order to be eligible for General Assistance, an applicant must be a verified resident of California and Mono County when the application for General Assistance is made. Residence is defined herein in accordance with sections 17100 through 17105 of the Welfare and Institutions Code. Residency will be established if the applicant has resided in the County continuously for at least fifteen (15) days preceding the application. If the applicant has no such verifiable residence, the county where the applicant last resided shall be responsible for providing assistance.
2. In order to be eligible for General Assistance any and all applications and forms required by the Department shall be completed under penalty of perjury.
3. An applicant is required to complete an in-person interview unless a waiver is submitted and granted.

Attachment A

4. An applicant for General Assistance shall provide the Department with the physical location of his or her residence. If the applicant does not have an available mailing address the Department will send the benefits to General Delivery to the U.S. Post Office closest to the applicant's residence in the County.
5. An applicant must sign a declaration that he/she has continually resided in Mono County for fifteen (15) days prior to aid being granted.
6. The Department staff may make unscheduled home visits to verify the applicant's residence and other conditions of eligibility for General Assistance.
7. No General Assistance shall be paid to any applicant whose income is in excess of the General Assistance standards of assistance established by this chapter or any regulations adopted pursuant to this chapter.
8. The Department shall verify an applicant's eligibility for aid as expeditiously as possible, and in any case no later than thirty (30) days from the date of receipt of a complete application. If eligibility cannot be established by the thirtieth (30th) day, due to fault of the applicant, including but not limited to, failure to provide verification of income or resources and failure to provide information about his or her place of residence, then the applicant will be presumed ineligible and the application will be denied.
9. If the applicant provides requested verification to establish eligibility after an application has been denied or discontinued the applicant will need to complete a new application.
10. All applicants and recipients are required to report any change which may affect their eligibility within ten (10) calendar days of the occurrence. Failure to do so without good cause shall result in denial or discontinuance of eligibility. For purposes of this section, the changes that must be reported in a timely manner include but are not limited to:
 - a. Any change in income;
 - b. Any change in employment or the start or end of any employment or training;
 - c. Change in residence;
 - d. Change in membership of "family" or "household";

- e. Payment of any expenses, including rent and utilities, by another person or entity;
- f. Receipt, transfer, gift or sale of any personal property identified in 7.50.050;
- g. Receipt, transfer, gift or sale of any real property or any interest in real property.

11. An applicant shall be deemed eligible when all eligibility requirements have been met. Upon a determination of eligibility, benefits shall commence on the date of application, as set forth in the definitions.

12. General Assistance will not be paid until unemployment and/or state disability eligibility options have been exhausted. Applicants claiming inability to work due to a mental or physical disability are required to apply for Social Security Disability (SSA) and/or Supplemental Social Security Income (SSI) and provide proof of a pending application and must cooperate with the Social Security Disability application process.

13. Recipients shall be required to complete and return a General Relief Eligibility Report, MCWD CA7, on a monthly basis and may be required to complete an in-person interview with the Department, as directed.

B. Persons Ineligible for General Assistance:

1. The following persons are ineligible for General Assistance, in accordance with Welfare and Institutions Code Section 17016:
 - a. Any person fleeing to avoid prosecution, or custody and confinement after conviction, under the laws of the place from which the individual is fleeing, for a crime or an attempt to commit a crime that is a felony under the laws of the place from which the individual is fleeing
 - b. Any individual found to be in violation of a condition of probation or parole imposed under federal law or the law of any state.
2. Persons who are not eligible for aid under Chapter 2 (commencing with Section 11200) of Part 3 of the Welfare and Institutions Code as a result of the 60 month limitation specified in subdivision (b) of Section 11454 shall not be eligible for aid or assistance under this section until all of the children of the applicant on whose behalf aid was received, whether or not currently living in the home with the applicant, are 18 years of age or older.

Attachment A

3. Persons receiving aid under Chapter 2 (commencing with Section 11200) Part 3 of the Welfare and Institutions Code on behalf of an eligible child, but who is either ineligible for aid or whose needs are not otherwise taken into account in determining the amount of aid to the family pursuant to Section 11450 due to the imposition of a sanction or penalty.
4. Recipients receiving General Assistance payments pending a disability determination from Social Security, that after exhausting all Social Security appeal rights, are found not disabled, shall be presumed capable of self-support and no longer eligible for General Assistance. These individuals will be required to payback all aid received in accordance with the terms stated herein.
5. Persons who refuse to sign an Interim Assistance (IA) repayment agreement (SSP 14) pending a disability determination from Social Security.

7.50.050 Personal Property Provisions

- A. An applicant or recipient must use all available personal property to support herself. Any applicant or recipient owning personal property in excess of the amounts specified herein shall be ineligible to receive General Assistance:
 1. Money/Cash or the equivalent thereof, in an amount exceeding \$100.00.
 2. Personal belongings, clothing and household goods in excess of one \$1,000.00.
 3. An interment space, crypt, or niche intended for the interment of the applicant or recipient of aid.
 4. Funds placed in trust for funeral or burial expenses that exceeds \$1,000.00.
 5. Insurance Policies having actual cash surrender value that exceeds \$1,000.00.
 6. One motor vehicle exceeding a wholesale fair market value, less encumbrances, of \$3,000.00 as determined by the current Blue Book value.

7. Tools of the trade necessary to continue to seek employment or training in that trade shall be exempt from consideration. Tools of trade may include a personal computer if used by the applicant in employment or job/skills training.
8. Relocation benefits shall be exempt as provided by Section 704.180 of the Code of Civil Procedure.

7.50.060 Real Property Provisions

- A. Real property used as a principle residence shall be exempt from resource consideration. Only one piece of real property used as a principle residence shall meet this requirement. The net market value of real property, not exempt as a principal residence, is a countable resource. The net market value of real property is the owner's equity in that property. The net market value shall be determined by subtracting the encumbrances of record from the market value.
- B. As a condition of receipt of aid, and to secure the performance of the agreement to reimburse the County for any General Assistance granted, an applicant shall be required to sign a grant of lien to the County on any existing or after-acquired real property of the applicant.
- C. For a period of six months from the date of receipt, compensation received from a public entity which acquired for a public purpose a dwelling actually owned and occupied by a recipient shall be exempt from consideration as a resource of the applicant as provided by section 704.730 of the Code of Civil Procedure.
- D. No person shall be eligible for assistance if that person transferred property within six (6) months of applying for General Assistance if such property was transferred for the purpose of qualifying for assistance. The duration of ineligibility due to transfer of real property is the period during which a reasonable return for the applicant's equity in the property, had it been sold, would have supported the applicant.

7.50.070 Amount and Type of Payment of General Assistance

- A. The Mono County Board of Supervisors has adopted a General Assistance standard of aid to be paid to an applicant who shall be determined at the time

Attachment A

of application and shall be calculated pursuant to Section 17000.5 of the Welfare and Institutions Code, and as may be amended from time to time.

- B.** Aid for an employable individual offered an opportunity to attend job skills or job training shall not be paid more than three (3) months in any twelve (12) month period, whether or not the months are consecutive.
 - 1.** All clients that are employable will have an appointment with a Mono County Social Services Employment Training Worker to receive instructions on job search rules.
- C.** Aid in cash may be granted to meet the subsistence needs of an applicant. Aid in kind may be paid when deemed appropriate by the Department. Aid shall be paid using a prospective individualized budget method. When granted, such aid shall begin as of the date on which the eligibility requirements are met.
 - 1.** The beginning date of aid shall be the date the SAWS 1 is date stamped by the Department of Social Services.
- D.** Payment periods may be prorated from the application date.
- E.** The General Assistance standard of aid shall be established in accordance with the current Maximum Aid Payment Levels established under the CalWORKS program or successor.
- F.** The General Assistance standard of aid shall be adjusted for any statutory increases, decreases, or reductions in the maximum aid level under the Maximum Aid Payment Levels program.
- G.** Applicants who share housing with one or more persons 18 years or older shall have their General Assistance reduced by the percentages set forth below:
 - 1.** Fifteen percent (15%) if the applicant shares housing with one other person.
 - 2.** Twenty percent (20%) if the applicant shares housing with two other persons.
 - 3.** Twenty five percent (25%) if the applicant shares housing with three or more persons.

- H. The General Assistance standard of aid shall be reduced for the monthly actuarial value, up to forty dollars (\$40.00) per month for in-kind value of medical care provided.

In-kind-values:

- 1. Only the applicant or recipients share of the current items of need shall be provided up to the maximum value of the in-kind value of the in-kind aid, whichever is less.

In-kind cash values shall be:

- 1. Ten percent (10%) of the maximum aid payment for clothing or personal needs;
- 2. Eleven percent (11%) of the maximum aid payment for transportation;
- 3. Fifty percent (50%) of the maximum aid payment for housing;
- 4. Seventeen percent (17%) of the maximum aid payment for utilities;
- 5. Twelve percent (12%) of the maximum aid payment for food.

- I. A General Assistance applicant may receive aid for housing and utility needs subject to the following:

- 1. Receipts for housing costs and utilities must be provided by the recipient to the Department on a monthly basis. If receipts are not provided the General Assistance grant will be reduced by the above standard amounts. Campground fees will qualify as household costs eligible for GA in accordance with regulations 7.50.040 A1, A3, and A4.
- 2. If a recipient finds housing, but needs help to secure such, the housing and utility allowance will be provided for that month. Verification of the housing arrangement must be provided prior to issuance of these need payments. Verification shall include one of the following:
 - (a) A copy of a rental agreement;
 - (b) A written confirmation from the landlord; or
 - (c) The Department may attempt telephone contact with the landlord, with the consent of the recipient.

7.50.080 Emergency Assistance for Non-Residents

- A. Purpose. The purpose of this provision is to provide for the transportation of

Attachment A

non-residents of the county to their place of residence pursuant to Welfare and Institutions Code 17003.

- B. Verification of Residence. Persons who apply for assistance under the provisions of this section who are determined by the Department to be non-residents of the county shall have their place of residence verified if it is administratively feasible to do so.
- C. Transportation of Non-Residents. Persons determined to be non-residents of the county may, upon the Director's approval, be provided with transportation to their legal residence. An allowance for transportation shall be provided by means of vendor payment. The allowance shall be limited to the lowest cost means of transportation available.
- D. Additional Assistance. At the sole discretion of the Director, additional emergency assistance may be provided to dependent non-residents if it is determined that the assistance is necessary to protect the health and welfare of the person in need of assistance.

7.50.090 Substance Abuse Screening & Treatment

- A. Mono County may require adult applicants/recipients of benefits under the General Assistance to undergo screening for substance abuse when it is determined by the county that there is reasonable suspicion to believe that an individual is dependent upon illegal drugs or alcohol. The county shall maintain documentation of this finding.
- B. As a condition to the receipt of aid, any person identified as being dependent upon illegal drugs or alcohol shall be assessed to determine if there is a need for treatment. If a need for treatment is determined the applicant/recipient shall be required to participate in a substance abuse or alcohol treatment program if such program is actually available at no charge to the applicant or recipient.

7.50.100 Responsible Relatives

- A. The liability of the responsible relatives for the repayment of General Assistance granted to a person pursuant to these regulations shall be determined in accordance with section 17300 of the Welfare and Institutions Code. Upon determination by the Director that a responsible relative has the financial ability to support a General Assistance applicant/recipient in whole or

in part, the Director may proceed against the responsible relative in the manner provided by law.

- B.** Refusal of an applicant or recipient to identify and sign authorizations necessary to locate responsible relatives without good cause or without a reason deemed appropriate by the Director shall result in a denial or discontinuance of General Assistance.

7.50.110 Minors

- A.** No person under the age of eighteen (18) years old shall be entitled to receive assistance under the provisions of this chapter, except for emergency relief, unless the person is a legally emancipated minor.

7.50.120 Income & Other Financial Resources

A. Income

1. The amount of income from any source expected to be received by a client will be deducted from the General Assistance grant otherwise payable on a dollar for dollar basis. If the current months grant has been issued already, then the income shall be deducted from the future month's total budgetary need. If the income actually received in any month is less than anticipated, a supplemental grant may be issued.
2. All cases shall be reviewed by the Department for possible eligibility for income from every source. The applicant/recipient shall be required to apply for all other income and benefits for which entitlement may exist, including, but not limited to, unemployment benefits, disability benefits, and veterans benefits. If possible eligibility exists for any income or benefits, any refusal to apply for such income and benefits shall result in ineligibility for General Assistance.

B. Other Financial Resources

1. The Department shall explore all possible financial resources of an applicant/recipient of General Assistance. Refusal of an individual to sign the necessary authorizations to investigate such resources shall result in denial or discontinuance of General Assistance.

2. All available resources must be utilized by the applicant/recipient. Any reasonable offer by any person of any basic need item to an applicant or recipient is considered to be an available resource. Acceptance of such an offer is an eligibility requirement. All income, both cash and in-kind, and all resources, both public and private, to meet actual basic needs shall be considered in determining eligibility for General Assistance.
3. Provided that a notice has been mailed to the recipient at least ten (10) calendar days prior to any such action, the County may deduct all anticipated monies to be received by the applicant in the budget month from appropriate maximum aid payment for that household, which may result in ineligibility for General Assistance program.

7.50.130 Employability & Certification

- A. All applicants for General Assistance shall undergo either a job assessment and/or a mental health status evaluation as provided by the Behavioral Health Services Department. A physical examination may be required if determined necessary by the Department for the purposes of establishing employability, scope of any disability, or incapacitation. The cost of such physical examination shall be paid for by the Department. The Department shall determine how, where and by whom such assessments, evaluation or examinations are to be accomplished. All recipients are required to provide a complete Eligibility and Income Report (Form CA7) on a monthly basis. Failure to do so without good cause or without substantial justification as determined by the Director will result in the discontinuance of eligibility
- B. The applicant's/recipient's employability status shall be periodically reevaluated by the Department to determine whether such recipient is subject to the three (3) month eligibility limit for employable persons.
- C. No applicant shall be eligible for participation in the General Assistance program when he or she has voluntarily quit employment without substantial cause 90 days prior to the application. Determination of substantial cause shall be made by the department.
- D. General Assistance recipients shall be certified for three (3) month periods. Those individuals receiving General Assistance based on a disability will be

reevaluated on a quarterly basis. Any and all forms or applications required by the Department for reevaluation must be submitted to the Department for the recipient to continue to receive benefits. All applicants and or recipients shall make all reasonable attempts to seek medical treatment to end disability.

- E.** Unless it is verified that the applicant or recipient is disabled and unable to seek full or part-time employment, the applicant shall be deemed employable. If an applicant is found to be employable for performance of full-time or part-time work, if work were available, the applicant shall receive General Assistance only on the following conditions, and, for no longer than three (3) months in any twelve (12) month period:
- 1.** The applicant/recipient must provide continuing evidence satisfactory to the Department that he or she is making regular, reasonable and valid attempts to obtain employment. The applicant/recipient must contact a minimum of five (5) employment contacts per week and provide verification on the required Work Search form. Such Form must be provided to the Department as directed. Recipients shall be required to comply with reasonable requests of the Department to maintain standards acceptable to average prospective employers with respect to personal appearance, dress and cleanliness. Willful failure to comply with reasonable Department regulations and directions designed to assist the recipient in his or her effort to find employment shall result in a determination that the recipient is not making reasonable and valid attempts to obtain employment, and will result in termination from the General Assistance program.
 - 2.** The applicant must accept any reasonable offer of employment or salaried work or training. Refusal to accept such an offer without a valid substantiated reason shall be cause for discontinuation of General Assistance.
 - 3.** The applicant/recipient must participate in applicable job skills/job training sessions when so requested by the Department, and is expected to avail themselves of all employment services offered by the Department.
 - 4.** An employable recipient shall be disqualified from receiving further General Assistance for the period of time indicated below upon his or her willful failure to comply with any Department conditions or request or any

reasonable requests of the Director. The time of ineligibility shall begin upon the date of notice of discontinuance or ineligibility. Failure to comply exists when the employable recipient fails or refuses to participate in a job training program, refuses to search for employment, fails to report to assigned work or training referrals, is discharged from employment or training because of his or her failure to comply with work or training requirements, or other justifiable reasons. Three acts of negligent failure to comply with these requirements shall constitute a willful act.

(a) First act of willful non-compliance within any twelve-month period will result in a ninety (90) day period of disqualification.

(b) Second act of willful non-compliance within any twelve-month period will result in a one hundred eighty (180) day period of disqualification.

5. Use of alcohol, drugs, or narcotics shall not constitute an excuse for failure to comply with work requirements or in the determination of employability, and failure to comply with program requirements based on use of alcohol, drugs or narcotics shall be deemed willful non-compliance.

6. Nothing contained in this article shall require a recipient to accept or continue employment under conditions which deprive him of legal rights to wages or working conditions as set forth below:

(a) Unemployment while on a bona fide strike as determined by the State Employment Development.

(b) Employer discrimination based on age, race, sex, color, handicap, religion, national origin, sexual orientation, or political beliefs.

(c) Work demands or conditions that render continued employment unreasonable.

(d) Employment at an unreasonable travel distance to the job site.

7.50.140 Fraud

A. When an investigation discloses that general assistance was fraudulently procured, the Department shall notify the recipient of his/her obligation to repay all such amounts forthwith. The Department shall impose a sanction until repayment occurs or two (2) years, whichever is longer. The Department shall take whatever action is necessary to obtain repayment and all cases of suspected perjury or fraud shall be promptly referred to the District Attorney

for investigation and appropriate action. An act of fraud involves any knowing and intentional intent to deceive or defraud the Department in order to gain General Assistance, including, but not limited to, the making of false written or oral statements and the failure to disclose information required pursuant to this chapter or as requested by the Department.

7.50.150 Collection and Reimbursement

- A. A person's eligibility to receive General Assistance shall not be established until the person has signed an agreement to reimburse to county for all assistance provided under the provisions of this chapter. This condition of eligibility may not apply for receipt of Emergency Assistance.
- B. A person who receives General Assistance under the provisions of this chapter shall reimburse the county for all assistance granted upon termination of the assistance, or at such a time as the recipient possesses resources beyond those needed for independent maintenance. Upon termination of assistance, the Department will be authorized to commence collection action.
- C. All applicants/recipients with applications pending for Supplemental Security Income/State Supplemental Program (SSI/SSP), Workers' Compensation, or any comparable program shall be required to sign an agreement to reimburse the county for any General Assistance that is granted while any such application is pending.
- D. A person's eligibility to receive General Assistance shall not be established until the person has signed a lien presented to him or her on any property currently owned by the person, or which is acquired by the person in the future, unless exempt under state law, as security for the performance of the agreement to reimburse the county for any General Assistance granted pursuant to the provisions of this chapter.

7.50.160 Administrative Hearings & Due Process

- A. Prior to termination, reduction or denial of General Assistance to any recipient, the Department shall notify the recipient of the intended action. If an overpayment or underpayment has been made to the recipient, the Department shall notify the recipient of any intended action. Such notice shall be given in writing to the recipient at least ten (10) calendar days prior to the appropriate action, shall state the reasons for the proposed action, and shall

advise that the recipient may request a hearing within thirty (30) calendar days from the date of the notice. If the request for a county hearing concerns the current calculation of the amount of aid, the request must be filed within thirty (30) calendar days of the county action.

B. Request for County Hearing

In accordance with the procedures set forth, a county hearing is available to a claimant who is dissatisfied with a county action and requests a hearing. "County action" shall include all actions which require adequate notice and any other county action or inaction concerning the claimants' application for or receipt of aid. A request for a county hearing shall be in writing and shall state the basis for the hearing request. The request must be filed at the Department office. A request for hearing may be made in any written form. However, claimants are encouraged to use the reverse side of the Notice of Action form series. If an interpreter will be necessary, the claimant should so indicate in the hearing request.

C. County Hearing Responsibility

A county hearing is an informal administrative hearing whereby a claimant who is dissatisfied may obtain an impartial review of an agency action. These regulations shall be interpreted in a manner which protects the claimant's right to due process. The responsibility for providing a full and impartial hearing to the claimant rests with the county. The county has a responsibility to:

1. Investigate the case and assist the claimant prior to the hearing;
2. Inform the claimant of his/her right to have an authorized representative appear with or for the claimant;
3. Provide the claimant with a written county position statement prior to the hearing;
4. Present the county position during the hearing;
5. Arrange for the attendance at the hearing of any department employee requested by the claimant or his/her authorized representative and to allow the claimant the right of confrontation and cross-examination of any Department employee who has knowledge of the claimant's file or determine the action the claimant is appealing;

6. Provide an impartial hearing officer from the Program Manager level or above with no previous involvement in the case and who is familiar with the Department regulations and principles of administrative law;
7. Provide a written decision, within sixty (60) days of the request for a county hearing, to the claimant, which includes reference(s) to the authority on which the decision is based; and,
8. If the applicant/recipient or authorized representative is dissatisfied with any determination made by the hearing officer, assist the applicant in requesting a final appeal with the Director.

Aid Paid Pending: When a claimant is receiving assistance files a request for a hearing with ten (10) days from the date the notice of action was mailed, aid shall be continued until the hearing decision in the amount that the claimant would have been paid had the proposed action not been taken. Aid will cease being paid pending the hearing if the claimant withdraws or abandons the appeal, the hearing is continued by the claimant without substantial cause, or is determined by the Director in due regard for the claimant's right to due process. If claimant's appeal is denied, any aid paid pending the appeal shall be repaid to the county forthwith.

D. Time Limit on Request for County Hearing

The request for a county hearing must be filed no more than thirty (30) calendar days after the date of the county action with which the claimant is dissatisfied. If the claimant received adequate notice of the county action, the date of the county action shall be the date on which the notice was mailed to the claimant. In all other cases, the date of the county action or inaction shall be considered to be the date the county action was discovered. The date of discovery is the date the claimant knew, or should have known, of the action.

E. Authorized Representative

The claimant may authorize a representative to represent him or her at the hearing by signing a written statement to that effect or by stating at the hearing that the person is so authorized. If the claimant is not present at the hearing, the person may be recognized as the claimant's authorized representative if, at the hearing, the person swears or affirms under penalty of perjury that the claimant has so authorized him or her to act as the claimant's authorized representative, and the hearing officer determines there is

reasonable cause for the absence of the claimant. The hearing officer may attempt to verify the authorization by attempting to contact the claimant or any other source. In all such cases a written authorization must be submitted after the hearing to ratify the representation. When the claimant is represented by an authorized representative, the authorized representative shall be furnished a copy of all notices and decisions concerning the county hearing which are provided to the claimant.

F. OVERPAYMENTS

General

An overpayment is that amount of an aid payment a household received to which it is not eligible. An overpayment may be all or a portion of an aid payment. Aid paid pending a fair County hearing decision is a recoverable overpayment except to the extent that the claim is upheld at hearing. The department shall take all steps necessary to correct or collect any overpayment that are known to the county, including recovery of overpayments due to either applicant/recipient and/or county administrative errors.

1. Calculating the Overpayment

When the information indicates that an overpayment may have occurred, the Department shall take the following actions:

- (a) Balancing-** when a household has both an overpayment and underpayment, the Department shall offset one against the other.
- (b) Grant Adjustment-** If an overpayment is to be recovered by grant adjustment, the following method shall be used;
 - 1. The overpayment shall be recouped from the succeeding months grant.
 - 2. If the above adjustments have not recouped the entire overpayment, then the overpayment is applied to succeeding month(s) and the grant adjustment is repeated.
- (c) For client caused fraud overpayments** the client shall be sanctioned until overpayment is paid in full.

1. The household is not required to fulfill any voluntary agreement they enter into and may suspend at any time payments they have agreed to make.

(d) Demand for Repayment- the Department shall demand, in writing, repayment of any amount not recovered by grant adjustment, or otherwise repaid.

G. Change in Household Composition

The Department shall initiate collection action against any or all of the adult members of a household which received an overpayment for which a claim was established. If a change in household composition occurs, the Department shall initiate collection action against any or all households which contained an adult member who was an adult member of the original household that received an overpayment.

1. Terminating Collection of Claims

The Department shall be permitted to terminate collection action on any overpayment if it has documentation that the household cannot be located.

H. Underpayments

General

Underpayments occur when the applicant or recipient receives less than the amount to which he/she are entitled in a given month or months. The Department shall take all reasonable steps necessary to promptly correct any underpayment that comes to the Department attention, provided the household is currently eligible for General Assistance program. In order to be eligible for assistance, an application must be made.

1. Calculating the Underpayment

Calculating the correct grant for each month in question, compare the correct grant to the amount actually paid to the recipient for each month;

and if the amount paid to the recipient in any month is less than the correct grant for that month, an underpayment exists.

2. Corrections of the Underpayment

If a household has both an underpayment and an overpayment, the county shall balance one against the other before making a corrective payment. For the purposes of determining continued eligibility and amount of assistance, retroactive payments shall not be considered as income or as a resource in the month received.

7.50.170 Indigent Burials

Pursuant to 17009 of the Welfare and Institutions Code and 7104 of the Health and Safety Code, the disposition of the remains of deceased indigent residents of Mono County shall be paid by the County and shall be provided as follows:

- 1.** When an indigent resident of Mono County becomes deceased and no provision is made by the decedent and the estate of the decedent is insufficient to provide for the interment, and where no person in the state can be found who is legally responsible for the interment of the indigent decedent, the person who has custody of the remains of the decedent may require the coroner of the county to take possession of the remains. The coroner shall inter the remains in the manner provided for the interment of the indigent dead.
- 2.** When the county is in accordance with these provisions, responsible for the disposition of the remains of an indigent decedent, the cost associated with the disposition of the remains shall be borne by the county. The interment of an indigent of Mono County will be pursuant to a contract between the county and a local mortuary.
- 3.** The county will take all efforts to mitigate any and all costs of the indigent burial and shall take all reasonable action to locate any persons or entities responsible for the interment of the deceased indigent resident.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 10, 2015

Departments: Clerk of the Board of Supervisors

TIME REQUIRED	10 minutes (5 minute presentation; 5 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	John Helm
SUBJECT	ESTA Annual Report		

AGENDA DESCRIPTION:

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

Presentation of the 2014/2015 ESTA Annual Report.

RECOMMENDED ACTION:

None; informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Bob Musil

PHONE/EMAIL: 760-932-5538 / bmusil@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[2014/2015 ESTA Annual Report](#)

History

Time	Who	Approval
10/21/2015 1:13 PM	County Administrative Office	Yes

10/26/2015 12:51 PM

County Counsel

Yes

10/28/2015 4:46 PM

Finance

Yes



ANNUAL REPORT



2015

ESTA's Mission

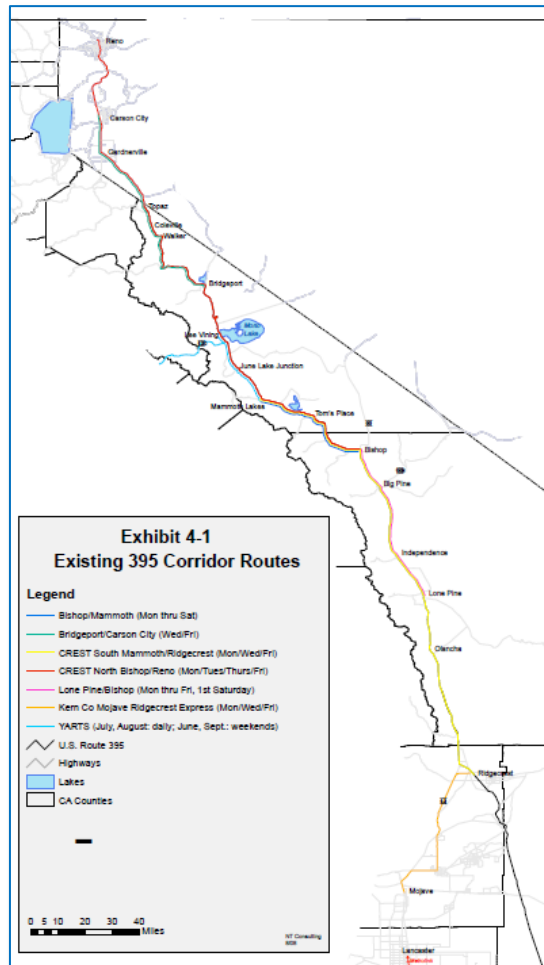
....to provide excellent public transportation services in an entrepreneurial style within the Eastern Sierra Region. The Authority, through its leadership provides responsive and reliable services and is a regional platform for service planning and funding decisions.

WHO -

The Eastern Sierra Transit Authority (ESTA) is a Joint Powers Authority comprised of Inyo County, Mono County, the City of Bishop and the Town of Mammoth Lakes. The Authority was formed in 2006 to address growing public transit needs within the Eastern Sierra region.

WHERE -

Eastern Sierra Transit provides service throughout Inyo and Mono Counties and along a 400 linear mile area extending from Lancaster to Reno. The majority of ESTA's services are operated in the Bishop and Mammoth Lakes Areas.



WHAT -

ESTA's provides a wide range of transit service including:

- **door-to-door dial-a-ride** service in Bishop, Mammoth Lakes, Lone Pine and the Antelope Valley
- **town-to-town routes** serving commuters and shoppers accessing work and commercial centers in Lone Pine, Independence, Bishop and Mammoth Lakes
- **local fixed route** service in Mammoth Lakes providing year-round service throughout the Town and to the many nearby recreational opportunities
- **intercity routes** known as the 395 Routes providing access to the national intercity bus network and an international airport in Reno, and the national intercity bus network and regional commuter rail service in Lancaster.
- **weekly lifeline service** from Bridgeport to Carson City out of Mono County, and from Tecopa/Shoshone to Pahrump in southern Inyo County.

HOW -

The Eastern Sierra Transit Authority is governed by an eight member Board of Directors with two elected officials appointed from each of the four member entities. One of Mono County's seats on the Board was unfilled for much of the year due to a conflict of interest for the Supervisor who had been appointed to the Board.



BOARD OF DIRECTORS

Chair

Jeff Griffiths

Second District Supervisor

Tim Alpers

Supervisor – District 3

Mono County

Jo Bacon

Town Council Member

Town of Mammoth Lakes

Jim Ellis

City Council Member

City of Bishop

Michael Raimondo

Town Council Member

Town of Mammoth Lakes

Karen Schwartz

City Council Member

City of Bishop

Dan Totheroh

First District Supervisor

Inyo County

The 2014/15 fiscal year marked the eighth full year of operation for ESTA, providing local and regional transit service throughout Inyo and Mono Counties. The Authority had grown significantly over this period of time both in scope of operations and in breadth of funding resources. As the Authority has grown in scope, it has also matured in terms of perception by residents and users of the transit services. ESTA has grown from a fledgling agency whose future was uncertain, to a respected area service provider that is counted on by passengers, area residents and the local government entities that comprise the joint powers authority. For several years now, the Authority's financial position has strengthened such that the annual advances from the JPA member entities, which were required to supplement operating cash flow to allow payment of ongoing expenses such as payroll and fuel, have not been needed. As of the 2014/15 year, ESTA has developed a strong fund balance that includes reserve funds for capital replacement, budget stabilization, and a general reserve fund.

The ongoing drought in California affected transit operations in 2014/15, as the lack of snowfall had a direct, negative impact on area visitation. Accordingly, the MMSA contracted routes were reduced considerably beginning in January. As had been demonstrated during the previous year, MMSA came to recognize that ESTA is a partner they can count on to respond to changing conditions. The nature of the agreement with MMSA is specifically designed to allow for modifications to the service levels to address variation in demand. An off-shoot of the low snowfall winters is that fact that summer can, and has started early in recent years. This has led to dramatic increases in summer business, particularly in the Mammoth Lakes area. This increased visitation has resulted in increased service on the Lakes Basin Trolley route to accommodate the increase in the number of riders wishing to access the recently completed Lakes Basin Bike Path. The increased length of the summer service season has also been reflected in dramatic ridership increases on the 395 routes to Reno and to Lancaster, as backpackers utilize these routes to access the eastern sierra region.

The well-developed and stable status of ESTA as of the 2014/15 year has proven itself as the fluctuations in ridership and visitation by season have been successfully addressed, and the Authority has continued to strengthen on both a financial and operational basis.

John Helm

Executive Director



Images 2015



Driver orientation training in the new Reno-Lancaster buses



Pre-season interpretive training at Devils Postpile



Another beautiful day on the Reds Meadow route

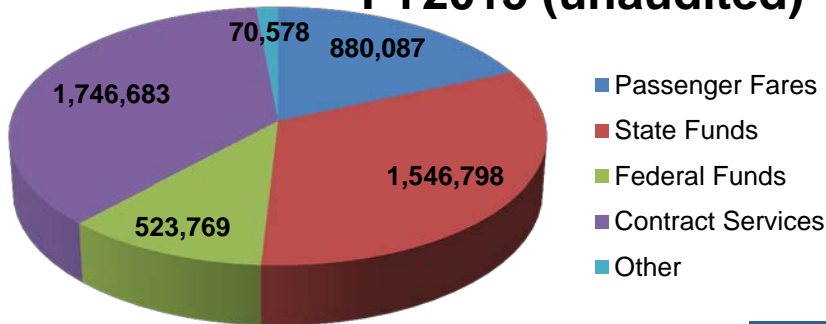
New Sprinters arrive for Bishop Dial-a-Ride service



4th of July Parade – Mammoth Lakes

FINANCIALS 2014/15

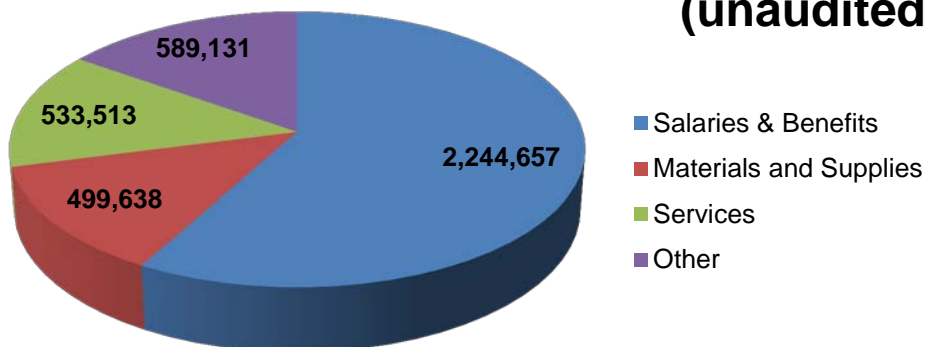
Operating Revenue Source FY2015 (unaudited)



REVENUE

Passenger Fares	\$880,087
State Funds	\$1,546,798
Federal Funds	\$523,769
Contract Services	\$1,746,683
Other	\$70,578
TOTAL	\$4,767,914

Operating Expenses FY2015 (unaudited)



EXPENSES

Salaries & Benefits	\$2,244,657
Materials and Supplies	\$499,638
Services	\$533,513
Other	\$589,131
TOTAL	\$3,826,938

FACTS and FIGURES

Fleet:

#	Description	Service
13	37-passenger buses	Reds Meadow and MMSA
9	20 - 33 passenger buses	395 Routes
7	Trolleys	Fixed Route (Mammoth Lakes)
20	15-passenger	Local Dial-a-Ride, Community Circulator
4	11-passenger Sprinters	Local Dial-a-Ride
4	Minivans	Local Dial-a-Ride
57	TOTAL	

Note: 5 minibuses and 7 trolleys are owned by the Town of Mammoth Lakes.

Personnel:

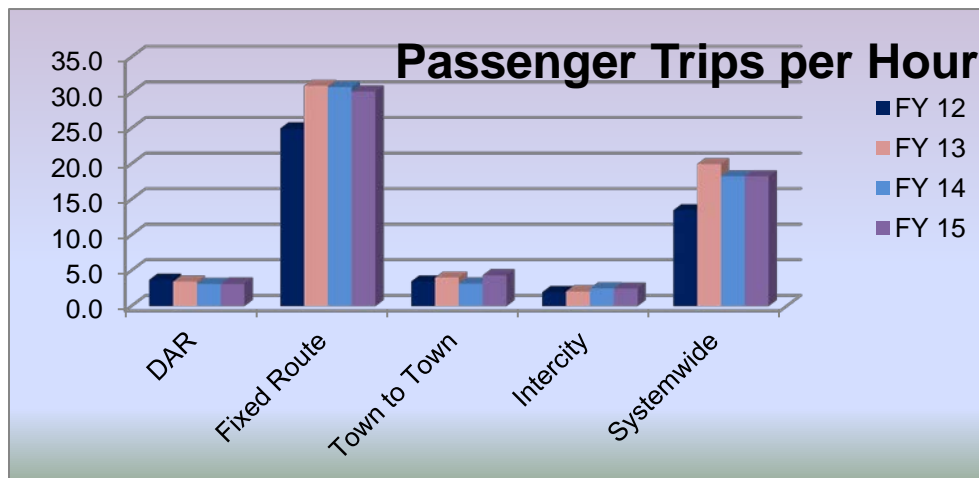
#	Description
5	Management
4	Administrative
65	Drivers
2	Support

FY 2014 Operating Statistics:

	2014/15	2013/14	% Variance
Vehicle Service Hours	53,474	53,379	0.2%
Service Miles	863,560	853,019	1.2%
Passenger Trips	975,082	972,953	0.2%

FY 2015 Key Performance Indicators:

- 18.2 passengers trips per hour (0% increase from 13/14)
- 23% farebox recovery ratio (10% = state required minimum)
- \$2.99 subsidy per passenger (2% increase from 13/14)
- 1.09 Preventable accidents per 100,000 miles (12% decrease from 13/14)





EASTERN SIERRA TRANSIT AUTHORITY
703 Airport Road
P.O. Box 1357
Bishop, CA 93515
760.872.1901
www.estransit.com



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 10, 2015

Departments: Public Works - Road

TIME REQUIRED 20 minutes (5 minute presentation;
15 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Jeff Walters

SUBJECT Bodie Road

AGENDA DESCRIPTION:

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

Public Works and California State Parks have previously worked on the unpaved section of the Bodie Road to improve the road's surface for vehicles. Another round of work would consist of hauling in material, grading, wetting it down and compacting. This would build up and improve the road surface and reduce the costs associated with future road repairs.

RECOMMENDED ACTION:

Receive staff report regarding a potential maintenance proposal for the Bodie Road from the easterly end of State Route 270 to the entrance of the Park. Provide any desired direction to staff.

FISCAL IMPACT:

Up to \$25,000 out of 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

[Bodie Road Staff Report 11.10.15](#)

History

Time	Who	Approval
10/26/2015 10:12 AM	County Administrative Office	Yes
11/4/2015 6:09 PM	County Counsel	Yes
10/28/2015 4:46 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: November 10, 2015
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Public Works Director / Director of Road Operations and Fleet Services
Subject: Bodie Road

Recommended Action:

Receive staff report regarding a potential maintenance proposal for the Bodie Road from the easterly end of State Route 270 to the entrance of the Park. Provide any desired direction to staff.

Fiscal Impact:

If the maintenance option listed below is selected approximately \$25,000 in equipment and labor out of the Road Fund. The State Park would be responsible for assisting with their own equipment and a single operator.

Discussion:

The unpaved portion of the Bodie Road is approximately 2.2 miles long as it extends from the easterly end of State Route 270 to the entrance of Bodie State Park.

Public Works and California State Parks have previously worked on the unpaved section of the Bodie Road to improve the road's surface for vehicles. Another round of work would consist of hauling in material, grading, wetting it down and compacting. This would build up the road surface and reduce the costs associated with future road repairs.

After an onsite meeting with BLM and State Park staff on Thursday, September 3, 2015, Public Works has drafted a relatively simple method that would offer some relief to improve the road condition.

1. State Parks would purchase and haul approximately \$40,000 worth of material to the sections of road in most need;
2. Use a grader in these areas to spread out the material;
3. Use a water truck to moisten the material in preparation for compaction;
4. Compact the material with a roller.

This plan will continue to improve the condition of the road, help prevent degradation as well as provide a better travel surface for visitors to the park. Working on the road during the “off-season” reduces impacts to summer visitors and increases productivity due to fewer traffic delays. Should winter weather arrive these tasks could begin again in the spring.

If you have any questions regarding this item, please contact Jeff Walters at 932-5459.

Respectfully submitted,



Jeff Walters
Public Works Director / Director of Road Operations and Fleet Services



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 10, 2015

Departments: Finance

TIME REQUIRED	10 minutes (5 minute presentation; 5 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Gerald Frank
SUBJECT	Mono County Property Assessed Clean Energy Programs (PACE)		

AGENDA DESCRIPTION:

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

Consider adding two program administrators to Mono County's PACE program, Ygrene and California First.

RECOMMENDED ACTION:

1. Receive a presentation and review the request to add California First and Ygrene as approved PACE administrators, and 2. Adopt proposed California Statewide Communities Development Authority Resolution #R15-____. (California First Program) and/or, 3. Adopt proposed California Home Finance Authority Resolutions #R15-____, #R15-____, #R15-____, and Collection Agreements (Ygrene Program). Provide any desired direction to staff.

FISCAL IMPACT:

Participation in the California First and Ygrene programs will require minimal staff time to administer once enrollees participate.

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 760-932-5499 / gfrank@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

[PACE Staff Report](#)

[California First Overview](#)

[Ygrene Works Overview](#)

[California First Resolution](#)

[Ygrene PACE 811 Resolution](#)

[Ygrene PACE CSD-555 Resolution](#)

[Ygreen Authority to Collect](#)

[Ygreen Agreement for Collection](#)

History

Time	Who	Approval
11/2/2015 1:33 PM	County Administrative Office	Yes
11/4/2015 6:21 PM	County Counsel	Yes
11/2/2015 11:17 AM	Finance	Yes



October 26, 2015

To: Mono County Board of Supervisors

From: Mono County Energy Taskforce

Finance: Leslie Chapman, Gerald Frank

Re: Mono County Property Assessed Clean Energy Programs

Actions Requested:

1. Receive a presentation and review the request to add California First and Ygrene as approved PACE administrators.
2. Adopt proposed California Statewide Communities Development Authority Resolution. (California First Program)
3. Adopt proposed California Home Finance Authority Resolutions and Collection Agreements.(Ygrene Program)
4. Provide any desired direction to staff.

Background:

As part of a broader effort to reduce energy use and costs for the residents and businesses of Mono County the Board of Supervisors has implemented Property Assessed Clean Energy (PACE) programs. PACE programs across California allow residential and commercial property owners access to funding for energy efficiency and renewable energy upgrades.

To date Mono County has had 5 projects completed for a total of \$120,428. The lifetime impact projections of these projects result in a savings of 1,202,960 kWh of energy and an emissions reduction of 396 tons. The Town of Mammoth Lakes implemented their PACE program at the same time as the County and has had 3 projects completed, totaling \$57,829. The lifetime impact projections of these projects result in a savings of 323,960 kWh of energy and an emissions reduction of 107 tons.

Discussion:

California First

The California First program is a turnkey program that handles all aspects, from administration to marketing of the PACE program. Adopting the proposed Resolution will authorize the California Statewide Communities Development Authority, through California First Efficiency Financing, to administrator their program to all properties within the county's unincorporated areas.

California Statewide Communities Development Authority will be able make their program available to the property owners in the unincorporated parts of Mono County within 30-60 days of the acceptance of the proposed resolution and agreements.

Ygrene Works

The Ygrene Works program is a turnkey program that handles all aspects, from administration to marketing of the

PACE program. Adopting the proposed Resolutions and Collection agreements will authorize the California Home Finance Authority, through Ygrene Works, to administrator their program to all properties within the county's unincorporated areas.

California Home Finance Authority will be able make their program available to the property owners in the unincorporated parts of Mono County within 30-60 days of the acceptance of the proposed resolution and agreements.

Fiscal Impact of Requested Actions:

1. Participation in the California First and Ygrene programs will require minimal staff time to administer once enrollees participate.



SMART EFFICIENCY FINANCING IS HERE

A better, faster way to pay
for your home upgrades

Why CaliforniaFIRST?



Easy
Financing



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Supported



Trusted
Contractors



Lower
Utility Bills

CaliforniaFIRST is a public/private financing program that provides upfront funding for home energy efficiency, renewable energy, and water saving improvements. Simply apply, complete your projects, and repay on your property taxes over the course of up to 25 years.

CaliforniaFIRST is a Property Assessed Clean Energy (PACE) program. This innovative form of financing was created in partnership with state and local governments to encourage energy and water efficiency and to create jobs. And because CaliforniaFIRST is government supported, we're able to offer affordable long-term financing.

After looking at a number of different ways to finance the work, the CaliforniaFIRST program offered by far the best choice. I can make my home more comfortable and more energy efficient while increasing its value. It's a win all around!

JEFF SILVER, HOMEOWNER, EMERYVILLE, CA

An Easy Path to Energy and Water Efficiency

1

Apply.

Sign up online at
californiafirst.org
or by phone
at 844-589-7953

2

Sign.

Complete financing
documents
electronically

3

Install.

Your selected
contractor
completes your
efficiency upgrades

4

Receive.

CaliforniaFIRST
pays your
contractor

5

Repay.

You pay back
financing annually
on your property taxes

Get started. Apply online at californiafirst.org or call 844-589-7953.



A better, faster way to pay for your home upgrades.

Property-based financing

- Financing does NOT consider FICO score, debt-to-income ratio or personal income
- Does not impact debt-to-income ratio

100% Financing; receive up to \$200,000

- \$5,000–\$200,000, up to 15% of the property value
- No out-of-pocket cost; financing includes eligible products, installation and fees

Interest rates starting at 6.75%, all fees financed

- Lower rates than most home equity financing

Flexible repayment terms and low monthly payments available

- Terms of 5, 10, 15, 20 or 25 years
- Balance usually transfers to new owner if you sell

No prepayment penalty

- Can prepay portions of the assessment (\$2,500 or greater) up to two times per year
- Remaining balance can be re-amortized following prepayment

Utility savings can help offset payments

- Savings may be higher than regular repayment amount
- Return on investment increases as utility rates go up over time

CaliforniaFIRST financing covers home upgrade projects and products including:

Energy Efficiency

- Central LA/C
- Furnace
- Insulation (attic, floor, wall)
- Windows and Doors
- Roofs
- Ducts
- Heating and Cooling
- Packaged System

Renewable Energy

- Solar Electric System
- Solar Pool Heating
- Solar Water Heating
- Advanced Energy Storage System (battery back-up)

Water Saving

- Artificial Turf
- Drip Irrigation
- Weather-based Irrigation Control
- Greywater System
- Lawn Replacement
- Hot Water Delivery System

See the full list of eligible upgrades at californiafirst.org call 844-589-7953 to learn more.

CaliforniaFIRST is administered by Renew Financial.



CaliforniaFIRST is sponsored by the California Statewide Communities Development Authority (CSCDA), a joint powers authority co-sponsored by the California State Association of Counties and the League of California Cities and also by Los Angeles County.

Activating a clean energy district creates green jobs, increases economic investment, helps local contracting firms grow and reduces energy costs for property owners. Finding the right partner for your community's program is the key.

Ygrene's team of national financial experts, top operational managers and locally connected coordinators will develop a clean energy district that generates measurable results. Quickly and effectively.



FOR LOCAL GOVERNMENT

ECONOMIC STIMULUS

Ygrene's program achieves the triple bottom line. It creates jobs, builds the economy, and reduces our carbon impact.

CONSUMER PROTECTION

All contractors must be licensed & bonded with the state of California and are trained & certified by Ygrene. All projects require local permits and customers approve work before directing payment to contractor.

ZERO COST TO TAXPAYERS

Because Ygrene pays for all costs including district implementation, staffing and marketing, and provides all project funding, there is zero cost to the jurisdiction or local taxpayers.

DEDICATED TEAM

Ygrene fully staffs all of our programs with local account managers, a dedicated government liason, centralized customer service reps, underwriters and other professionals.



FOR PROPERTY OWNERS

WIDE RANGE OF PROJECTS

Property owners can finance thousands of different energy and water improvements.

LONG-TERM FINANCING

Payments for financing are at affordable fixed rates over five-to-30 year terms.

NO IMPACT ON CREDIT

Improvements are paid through the property tax bill, so it doesn't impact the property owner's credit or balance sheet, and the payment stays with the property if sold.

NO UPFRONT COSTS

Program application and pre-approval can happen within 30 minutes and there are no upfront costs.



FOR CONTRACTORS

INCREASED BUSINESS

An effective PACE program can dramatically increase business for energy contractors.

TRAINING AND CERTIFICATION

Ygrene provides contractors with all the necessary training to effectively represent PACE financing to property owners. Once training is complete, contractors receive their certification confirming their ability to participate in the program.

EASY PROJECT MANAGEMENT

Ygrene's software tools allow contractors to easily manage jobs and approvals.

READY FUNDING

Ygrene's fully-funded district ensures that project payment is quick and convenient.



Local green jobs, energy savings, millions in local economic investment and a cleaner environment – these are the benefits of having Ygrene Works in your community.

THE UNIQUE **YGRENE WORKS** MODEL

CONSUMER PROTECTION

All contractors must be licensed and bonded with the state of California and are trained and certified by Ygrene. All projects require local permits and customers approve work before directing payment to the contractor.

ECONOMIC STIMULUS

Ygrene's program achieves the triple bottom line. It creates jobs, builds the economy, and reduces our carbon impact.

ENVIRONMENTAL BENEFIT

From solar panels to cool roofs to insulation, Ygrene is ready to fund thousands of environmentally friendly energy saving projects in your community.

DEDICATED TEAM

Ygrene manages every aspect of your community's clean energy district, with supervision from government staff – a true turn-key operation with a dedicated team that won't impact your local budget.

ZERO COST TO TAXPAYERS

Because Ygrene pays for all costs including district implementation, staffing and marketing, and provides all project funding, there is zero cost to local taxpayers.

For more information call 707.236.6608 or email info@Ygrene.us



R15-__

**A RESOLUTION OF THE MONO COUNTYBOARD OF SUPERVISORS
CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE
UNINCORPORATED TERRITORY OF THE COUNTY IN THE CSCDA OPEN PACE
PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY
OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY
CONTRACTUAL ASSESSMENTS WITHIN THE UNINCORPORATED TERRITORY OF
THE COUNTYAND AUTHORIZING RELATED ACTIONS**

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the County of Mono (the “County”); and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of CSCDA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the “Programs”), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the “Improvements”) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”) within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are Alliance NRG and Renewable Funding LLC, and the Authority will notify the County in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

1
2 **WHEREAS**, the County desires to allow the owners of property (“Participating Property Owners”)
3 within its territory to participate in the Programs and to allow the Authority to conduct assessment
4 proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance
5 Improvements; and

6 **WHEREAS**, the territory within which assessments may be levied for the Programs shall
7 include all of the unincorporated territory within the County’s official boundaries; and

8 **WHEREAS**, the Authority will conduct all assessment proceedings under Chapter 29 for the
9 Programs and issue any bonds issued in connection with the Programs; and

10 **WHEREAS**, the County will not be responsible for the conduct of any assessment proceedings;
11 the levy of assessments; any required remedial action in the case of delinquencies in such assessment
12 payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;
13

14 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of
15 Mono as follows:

16 **SECTION ONE.** The Board of Supervisors hereby finds and declares that properties in the
17 territory of the County will benefit from the availability of the Programs within the unincorporated
18 territory of the County and, pursuant thereto, the conduct of special assessment proceedings by the
19 Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

20 **SECTION TWO.** In connection with the Programs, the County hereby consents to the
21 conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property
22 within the unincorporated territory of the County and the issuance of bonds to finance or refinance
23 Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property,
execute a contract pursuant to Chapter 29 and comply with other applicable provisions of
California law in order to accomplish the valid levy of assessments; and

(2) The County will not be responsible for the conduct of any assessment proceedings; the
levy of assessments; any required remedial action in the case of delinquencies in such
assessment payments; or the issuance, sale or administration of any bonds issued in connection
with the Programs.

24 **SECTION THREE.** The appropriate officials and staff of the County are hereby authorized
25 and directed to make applications for the Programs available to all property owners who wish to
26 finance or refinance Improvements; provided, that the Authority shall be responsible for providing such
27
28

1 applications and related materials at its own expense. The following staff persons, together with any
2 other staff persons chosen by the County Administrative Officer from time to time, are hereby
3 designated as the contact persons for the Authority in connection with the Programs: County
4 Administrative Officer and County Finance Director.

4 **SECTION FOUR.** The appropriate officials and staff of the County are hereby authorized
5 and directed to execute and deliver such certificates, requisitions, agreements and related documents as
6 are reasonably required by the Authority to implement the Programs.

6 **SECTION FIVE.** The Board of Supervisors hereby finds that adoption of this Resolution is
7 not a "project" under the California Environmental Quality Act, because the Resolution does not
8 involve any commitment to a specific project which may result in a potentially significant physical
9 impact on the environment, as contemplated by Title 14, California Code of Regulations, Section
10 15378(b)(4).

10 **SECTION SEVEN.** This Resolution shall take effect immediately upon its adoption. The
11 Clerk of the Board of Supervisors is hereby authorized and directed to transmit a certified copy of this
12 resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide
13 Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

13 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2015, by the
14 following vote, to wit:

15 **AYES:**
16 **NOES:**
17 **ABSENT:**
18 **ABSTAIN:**

18 _____
Timothy E. Fesko, Chair
Mono County Board of Supervisors

19 ATTEST:

APPROVED AS TO FORM:

20 _____
21 Clerk of the Board

20 _____
21 County Counsel



R15-__

**A RESOLUTION OF THE MONO COUNTYBOARD OF SUPERVISORS
CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE COUNTY’S
UNINCORPORATED AREA IN THE CALIFORNIA HOME FINANCE
AUTHORITY PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION,
ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND
ELECTRIC VEHICLE CHARGING INFRASTRUCTURE**

WHEREAS, the California Home Finance Authority (“Authority”) is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Act”) and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the “Authority JPA”); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, the Authority has established a property-assessed clean energy program (the “Authority PACE Program”) to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the “Improvements”) pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, the County of Mono (the “County”) is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

1 **WHEREAS**, the County wishes to provide innovative solutions to its property owners to
2 achieve energy and water efficiency and in doing so cooperate with Authority in order to efficiently and
3 economically assist property owners within the unincorporated area of the County in financing such
4 Improvements; and

5 **WHEREAS**, Authority has established the Authority PACE Program, which is such a
6 voluntary contractual assessment program, as permitted by the Act, and the Authority JPA, originally
7 made and entered into July 1, 1993, as amended to date, to assist property owners within the
8 unincorporated area of the County in financing the cost of installing Improvements; and

9 **WHEREAS**, the County will not be responsible for the conduct of any assessment proceedings;
10 or the issuance, sale or administration of any bonds issued in connection with the Authority PACE
11 Program.

12 **NOW, THEREFORE, BE IT RESOLVED BY THE MONO COUNTY BOARD OF**
13 **SUPERVISORS THAT:**

14 **SECTION ONE:** The Board of Supervisors finds and declares that properties in the County's
15 unincorporated area will be benefited by the availability of the Authority PACE Program to finance the
16 installation of the Improvements.

17 **SECTION TWO:** This Board of Supervisors consents to inclusion in the Authority PACE
18 Program of all of the properties in the unincorporated area within the County and to the Improvements,
19 upon the request by and execution of the voluntary contractual assessment of owners of such
20 properties, in compliance with the laws, rules and regulations applicable to such program; and to the
21 assumption of jurisdiction thereover by Authority for the purposes thereof.

22 **SECTION THREE:** The consent of this Board of Supervisors constitutes assent to the
23 assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and
24 authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and
25 every step required for or suitable for financing the Improvements, and the issuance and enforcement of
26 bonds to represent such contractual assessments; provided, however, that the County shall assist in the
27 levying, collecting and enforcement of the contractual assessments to finance the Improvements.

28 **SECTION FOUR:** County staff is authorized and directed to coordinate with Authority staff
to facilitate operation of the Authority PACE Program within the County, and report back periodically
to this Board of Supervisors on the success of such program.

This Resolution shall take effect immediately upon its adoption. The Clerk of the Board of
Supervisors is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2015, by the
following vote, to wit:

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AYES:
NOES:
ABSENT:
ABSTAIN:

Timothy E. Fesko, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



R15-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE COUNTY'S
JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY
FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE
ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION
IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE**

WHEREAS, the California Home Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and

WHEREAS, the County of Mono is committed to development of renewable energy sources and energy efficiency and water conservation improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries

1 in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when
2 it is annexed (the “Unanimous Approval Agreement”), which, as provided in section 53329.6 of the
3 Act, shall constitute the election required by the California Constitution; and

4 **WHEREAS**, the County wishes to provide innovative solutions to its property owners to
5 achieve energy efficiency and water conservation, and in doing so cooperate with Authority in order to
6 efficiently and economically assist property owners in the County in financing such Authorized
7 Improvements; and

8
9 **WHEREAS**, the Authority has established the District, as permitted by the Act, and the
10 Authority JPA, originally made and entered into July 1, 1993, as amended to date to assist property
11 owners within the unincorporated area of the County in financing the cost of installing Authorized
12 Improvements;

13 **NOW, THEREFORE, BE IT RESOLVED BY THE MONO COUNTY BOARD OF**
14 **SUPERVISORS THAT:**

15 **SECTION ONE:** This Board of Supervisors finds and declares that properties in the County’s
16 unincorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to
finance the installation of the Authorized Improvements.

17 **SECTION TWO:** This Board of Supervisors consents to inclusion in the Authority CFD No. 2014-1
18 (Clean Energy) of all of the properties in the unincorporated area within the County and to the Authorized
19 Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of
such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable
to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

20 **SECTION THREE:** The consent of this Board of Supervisors constitutes assent to the assumption of
21 jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes
22 Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required
for or suitable for financing the Authorized Improvements, provided, however, that the County shall assist in
23 the levying, collecting and enforcement of the special tax lien to finance the Authorized Improvements.

24 **SECTION FOUR:** County staff is authorized and directed to coordinate with Authority staff to
25 facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the County, and report back
periodically to this Board of Supervisors on the success of such program.

26 **SECTION FIVE:** This Resolution shall take effect immediately upon its adoption. The Clerk of the
27 Board of Supervisors is directed to send a certified copy of this resolution to the Secretary of the Authority.
28

1 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2015, by the
following vote, to wit:

2 **AYES:**
3 **NOES:**
4 **ABSENT:**
ABSTAIN:

5 _____
6 Timothy E. Fesko, Chair
Mono County Board of Supervisors

7 ATTEST:

APPROVED AS TO FORM:

8 _____
9 Clerk of the Board

_____ County Counsel

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R15-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR
COLLECTION OF SPECIAL TAXES AND CONTRACTUAL ASSESSMENTS**

WHEREAS, the California Home Finance Authority (“Authority”), which is in the process of formally changing its name to Golden State Finance Authority, is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Act”) and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the “Authority JPA”); and

WHEREAS, the Authority has established a property-assessed clean energy financing program (the “Authority PACE Program”) for residential, commercial, industrial and agricultural properties to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use; and

WHEREAS, Section 29142 of the Government Code provides that when taxes or assessments are collected by a county for any special district, or zone, or improvement district thereof, excluding a school district, the Board of Supervisors may provide for a collection fee for such services; and

WHEREAS, Section 29304 of the Government Code provides that whenever any special assessment or special assessment taxes are levied upon land or real property by any city, county, district or other public corporation, and the same are to be collected by a county, there shall be added to the amount of the special assessment or special assessment tax an amount fixed by agreement between the county and city, district, public corporation, officer, or body for each special assessment or special assessment tax to be collected; and

WHEREAS, special assessments are not taxes under the State Constitution but are levies upon the real property (land or land and improvements) in a district for the purpose of paying for improvements or special services, the amount of the levy being based upon the benefits accruing to the property as a result of the improvements or services; and whether a particular charge is a tax or a special assessment is not governed by the designation thereof in the statute providing therefor but is governed by the nature of the imposition; and

1 **WHEREAS**, the Authority has requested, and it is in the public interest, that the County collect
2 on the County tax rolls the special taxes, fees, and assessments for the Authority; and

3 **WHEREAS**, the Authority and County desire to enter into an agreement whereby the special
4 taxes and assessments for the Authority will be collected by the County at the same time and in the
5 same manner as County taxes are collected and the Authority will pay to the County the fees for such
6 collection.

7 **NOW, THEREFORE, BE IT RESOLVED BY THE MONO COUNTY BOARD OF**
8 **SUPERVISORS THAT:**

9 **SECTION ONE:** The Board of Supervisors hereby approves the Agreement for Collection of
10 Special Taxes and Contractual Assessments (“Agreement”), between the County and the Authority, in
substantially the form attached hereto and incorporated herein by reference.

11 **SECTION TWO:** The Board of Supervisors hereby authorizes and directs the County
12 Administrative Officer, in cooperation with the Authority, to prepare and execute the Agreement,
subject to any conforming or clarifying changes as may be approved by County Administrative Officer
13 and the County Counsel.

14 **SECTION THREE:** The Board of Supervisors further authorizes and directs the County
15 Administrative Officer, or designee, to take such actions as are necessary to perform the obligations of
the County under the Agreement, including without limitation such actions as are necessary for the
16 County to collect the special taxes and special assessments for the Authority at the same time and in the
same manner as County taxes are collected.

17 **SECTION FOUR:** This Resolution shall take effect immediately upon its adoption. The
18 Clerk of the Board of Supervisors is directed to send a certified copy of this resolution to the Secretary
of the Authority.

19 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2015, by the
20 following vote, to wit:

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

24 _____
Timothy E. Fesko, Chair
Mono County Board of Supervisors

25 **ATTEST:**

25 **APPROVED AS TO FORM:**

26 _____
Clerk of the Board

26 _____
County Counsel

**AGREEMENT FOR COLLECTION OF TAXES
AND SPECIAL CONTRACTUAL ASSESSMENTS**

THIS AGREEMENT made and entered into this _____ day of _____, by and between the County of Mono, hereinafter referred to as the “County”, and the California Home Finance Authority, (with formal name change pending to Golden State Finance Authority), a joint powers authority, hereinafter referred to as the “Authority.”

WHEREAS, the parties desire to enter into an agreement whereby special taxes and special assessments for the Authority will be collected by the County at the same time and in the same manner as County taxes are collected and the Authority will pay to the County the fees for collection hereinafter set forth; and

WHEREAS, Section 29142 of the Government Code provides that when taxes or assessments are collected by a county for any special district, or zone, or improvement district thereof, excluding a school district, the board of supervisors may provide for a collection fee for such services; and

WHEREAS, Section 29304 of the Government Code provides that whenever any special assessment or special assessment taxes are levied upon land or real property by any city, county, district or other public corporation, and the same are to be collected by a County, there shall be added to the amount of the special assessment or special assessment tax an amount fixed by agreement between the county and city, district, public corporation, officer, or body for each special assessment or special assessment tax to be collected; and

WHEREAS, special assessments are not taxes under the constitution but are levies upon the real property (land or land and improvements) in a district for the purpose of paying for improvements or special services, the amount of the levy being based upon the benefits accruing to the property as a result of the improvements or services; and whether a particular charge is a tax or a special assessment is not governed by the designation thereof in the statute providing therefor but is governed by the nature of the imposition; and

WHEREAS, it is recognized that special assessments may be levied on a fixed charge or dollar amount basis, determined by applying a special assessment rate to a specific lot or parcel in a prescribed area; and

WHEREAS, the parties to this Agreement desire to provide for the imposition of a collection fee for fixed charge special taxes and assessments and for correction of errors; and

WHEREAS, when requested by Authority, it is in the public interest that the County collect on the County tax rolls the special taxes, fees, and assessments for Authority.

NOW THEREFORE, the parties agree as follows:

1. Collection Services. The County will collect for the Authority all Authority special taxes and fixed charge special assessments entered on the County's assessment roll and levied by or on behalf of the Authority, said taxes and assessments to be collected at the same time and in the same manner as County taxes are collected and all laws applicable to the levy, collection and enforcement of County taxes shall be and are hereby made applicable to such taxes and assessments.

2. Collection Fee. Unless otherwise provided by law, a collection fee of \$3.00 per parcel shall be imposed for each special tax, fee or assessment that is to be collected on the County tax rolls by the County for the Authority.

3. Transmission of Information. On or before August 10th of each year (unless an earlier date is specified by law) the Authority shall certify and deliver to the County Auditor an assessment roll showing the amount of the special tax or assessment against each parcel of land (which shall be designated by tax-rate area and assessment number, i.e., parcel number appearing on the County Secured Assessment Roll) to be collected by the County for the Authority. In cases where the Authority levies a fixed charge special tax or assessment which is to be collected in installments over a period of years, the Authority shall compute annually the amount due as to each parcel shown on the County Secured Assessment Roll for the year in which it is to be collected and shall deliver to the County Auditor annually on or before August 10th (unless an earlier date is specified by law) the assessment roll showing the installment against each such parcel of land to be collected by the County for the Authority.

4. Certification to County. The Authority shall certify to the County Auditor the fixed charge special taxes, fees, or assessments in a dollar amount to be applied on each parcel of real property, which parcel shall be designated by the assessment (i.e., parcel) number shown on the County Secured Assessment Roll for the year in which the special tax, fee or assessment is to be collected.

5. Verification by Authority. It shall be the obligation of the Authority prior to the time of delivery to the County of the fixed charge special tax or assessment roll to check the County Secured Assessment Roll after it is filed by the County Assessor with the County Auditor (July 1; Revenue and Taxation Code, Section 617) to verify that the parcel numbers on the assessment roll for fixed charge special taxes or assessments certified by the Authority correspond with the assessment (i.e., parcel) numbers shown on the County Secured Assessment Roll; any changes in special tax or assessment data previously certified to the County Auditor by the Authority which changes occur as a result of such verification shall be certified by the Authority to the County Auditor no later than August 10.

6. Submission of Data in Machine Readable Form. The performance by the County of the collection function for a charge as provided for in paragraph 2 above is conditioned upon the delivery by the Authority to the County Auditor of the required data and information for the collection of fixed charge special taxes or assessments in such "machine readable form" as may be acceptable to the County Auditor for use in, the County's electronic data processing equipment. In the event the information is not submitted in such machine readable form, the County will reject the data and notify the Authority to submit in the acceptable machine readable

form. Annually, prior to July 1, the County Auditor will furnish the Authority with the format of the machine readable information necessary to process the special tax and/or assessment.

7. Incorrect Information. The County will not be obligated to enter on the County's assessment roll or to collect fixed charge special taxes or assessments where the Authority has furnished incorrect assessment numbers, i.e., assessment or parcel numbers which do not correspond with assessment or parcel numbers shown on the County secured roll to which such assessments are to be added, or where the Authority has not furnished the information at the time or in the form specified. In such cases the County may return the assessment to the Authority. If the Authority determines that the assessment is to be placed on the County secured assessment roll for an ensuing year, the Authority may certify the information to the County between July 1st and August 10th of the ensuing year.

8. Charge for Correction of Errors. After the roll has been delivered by the County Auditor to the County Assessor (on or before the fourth Monday in September; Revenue and Taxation Code, Section 2601) a charge will be made by the County to the Authority for each fixed charge special assessment, corrected or deleted. Said charge shall be \$7.00 for each account (assessment or parcel number) on the County Secured assessment roll for which there is a deletion or correction, resulting from errors in information or data furnished by the Authority, such as the furnishing by the Authority to the County of incorrect amounts or incorrect parcel numbers. The amount of the charges for such corrections will be deducted by the County from the total special taxes or assessments collected by the County for the Authority.

9. Charge for Sale and Deed to Authority. The Authority will pay to the County any expense incurred by the County in the event the County Tax Collector is required to sell or deed lands to the Authority, rather than to the State, for nonpayment of special taxes or assessments.

10. Modification of Collection Fees and Charges. The County reserves the right to increase or decrease any charges herein provided in proportion to any changes in costs incurred by the County in providing the services described herein, provided that written notice of any increase or decrease in charges shall be given by the County to the Authority on or before May 15 of any year during the term of the Agreement.

11. Term of Agreement. All existing agreements between the County and Authority pertaining to collection of special taxes and assessments by the County for the Authority shall be terminated upon the execution of this Agreement. This Agreement shall continue from year to year and shall be subject to cancellation by either party by giving written notice to the other party of cancellation on or before July 1 of any year during the term of this Agreement.

12. Indemnification. The Authority agrees to defend and indemnify the County, its agents, officers and employees (the "County Parties") from any demands, liability, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, Claims) arising from the County's performance under this Agreement. However, the Authority shall have no obligation to defend or indemnify the County from any claims if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of the County or its agents or employees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the first day above written.

COUNTY OF MONO

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

Mono County Counsel

GOLDEN STATE FINANCE AUTHORITY

By: _____



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 10, 2015

Departments: Public Works - Road

TIME REQUIRED 15 minutes (5 minute presentation and 10 minute discussion)

PERSONS APPEARING BEFORE THE BOARD Jeff Walters

SUBJECT CARB Compliance - Vehicle Replacement Cost Overage and Extension

AGENDA DESCRIPTION:

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

The Mono County Board of Supervisors previously authorized Public Works to go out to bid for one new Dump/Plow/Water truck to replace two existing trucks. The bid was closed on October 28th and low bid was nearly \$15,000 above the Board approved budget of \$224,547.

RECOMMENDED ACTION:

Authorize Public Works to use Motor Pool funds to cover the difference until the sale of the old trucks. Utilize the proceeds from the sale of the old equipment and, if necessary, funds from the Road Insurance monies from the Round Fire to repay Motor Pool. Provide any desired direction to staff.

FISCAL IMPACT:

\$14,524.25 upfront from Motor Pool until this amount is repaid from the sale of the old trucks and, if needed, with insurance funds in the Road Fund resulting from vehicle damage due to the Round Fire.

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:

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History

Time	Who	Approval
11/2/2015 1:32 PM	County Administrative Office	Yes
11/4/2015 6:11 PM	County Counsel	Yes
11/4/2015 5:23 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: November 17, 2015
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Public Works Director / Director of Road Operations and Fleet Services
Subject: CARB Compliance – Vehicle Replacement Cost Overage and Extension

Recommended Action:

Approve the cost overage for the purchase of a 2016 water/plow/dump truck from the original approved not-to-exceed cost of \$224,547 to the extended cost of \$239,071.25. Provide any desired direction to staff.

Fiscal Impact:

\$14,524.25 upfront from Motor Pool until this amount is repaid from the sale of the old trucks and, if needed, with insurance funds in the Road Fund resulting from vehicle damage due to the Round Fire.

Discussion:

On August 18, 2015 the Mono County Board of Supervisors approved the cost of one new Dump/Plow/Water Truck for the Public Works Road division. This new truck was to replace two existing vehicles (a water truck and a dump/plow truck). The approved not-to-exceed purchase amount was for \$224,547 from the CARB set-aside. This amount was the remainder of the funds in that account and it was believed this would cover the cost of the new truck.

Bids were opened on October 28, 2015 and the low bid came in at \$239,071.25 from Gibbs Truck Centers in Bakersfield, California. Public Works reviewed the bids to determine if there were any items that could be deleted in order to meet the approved budget. Unfortunately, there were no available items for this purpose.

The overage (\$14,524.25) would come from the Motor Pool account until it is repaid after the sale of the old vehicles and, if needed, with insurance funds in the Road Fund resulting from vehicle damage due to the Round Fire.

If you have any questions regarding this item, please contact Jeff Walters at 932-5459.

Respectfully submitted,

Jeff Walters
Public Works Director / Director of Road Operations and Fleet Services



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	November 10, 2015		
TIME REQUIRED	10 minutes (5 minute presentation; 5 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Joe Blanchard
SUBJECT	Bid Results for the Bridgeport Memorial Hall Remodel Project		

AGENDA DESCRIPTION:

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

The project consists of demolition, constructing mechanical/storage rooms, serving bar, accessible wheelchair lift, theater stage and seating area, and second floor restrooms at the Memorial Hall Building located at 73 North School Street in Bridgeport.

RECOMMENDED ACTION:

Based on the staff report indicating that no bids were received in response to a formal solicitation for bids, approve and authorize Public Works Director to construct the project by force account with Public Works staff pursuant to subdivision (c) of Public Contract Code section 22038.

FISCAL IMPACT:

The Engineer's estimate to complete the project with Public Works staff is \$324,668. CSA #5 has approved up to \$435,000 for the project. The \$435,000 amount has been included in the CSA's proposed 2015/2016 budget. There is no anticipated impact to the General Fund.

CONTACT NAME: Joe Blanchard

PHONE/EMAIL: 760-932-5443 / jblanchard@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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History

Time	Who	Approval
10/27/2015 10:08 AM	County Administrative Office	Yes
11/4/2015 5:18 PM	County Counsel	Yes
11/4/2015 5:26 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: November 10, 2015
To: Honorable Chair and Members of the Board of Supervisors
From: Joe Blanchard
Re: Bid Results for the Bridgeport Memorial Hall Remodel Project

Recommended Action:

Based on this staff report indicating that no bids were received in response to a formal solicitation for bids, approve and authorize Public Works Director to construct the project by force account with Public Works staff pursuant to subdivision (c) of Public Contract Code section 22038.

Fiscal Impact:

The Engineer's estimate to complete the project with Public Works staff is \$324,668. CSA #5 has approved up to \$435,000 for the project.

There is no anticipated impact to the General Fund.

Background:

The project consists of demolition, constructing mechanical/storage rooms, serving bar, accessible wheelchair lift, theater stage and seating area, and second floor restrooms at the Memorial Hall Building located at 73 North School Street in Bridgeport. The work will be completed in phases which will reduce impact on the already scheduled events at the Memorial Hall

The project plans and manual were approved at the Board meeting of October 6, 2015, and the formal bid process was initiated via release of a Request for Bids (RFB) on that date, with a closing date of November 3, 2015. An optional pre-bid meeting was held in Bridgeport on Thursday, October 22, 2015. No bids were received on November 3, 2015.

In accordance with subdivision (c) of Public Resources Code Section 22038, where no bids are received through the formal or informal bid procedure, the project may be performed by the employees of the public agency by force account, or negotiated contract without further complying with the applicable bidding laws. Accordingly, staff recommends that the Board of Supervisors approve and authorize Public Works Director to construct the project by force account with Public Works staff.

Please contact me at 760-932-5443 or by email at jblanchard@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,

Joe Blanchard
Facilities Superintendent



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 10, 2015

Departments: Board of Supervisors, County Counsel

TIME REQUIRED	10 minutes (5 minute presentation; 5 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Marshall Rudolph
SUBJECT	Employment Contract with Leslie Chapman		

AGENDA DESCRIPTION:

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

Resolution Approving an Agreement re Employment of Leslie Chapman and prescribing the compensation, appointment, and conditions of said employment. This agreement reflects Ms. Chapman's recent appointment as County Administrator (she was previously the County's Finance Director) and modifies her compensation accordingly.

RECOMMENDED ACTION:

Adopt Resolution R15-___, Approving an Agreement re Employment of Leslie Chapman and prescribing the compensation, appointment, and conditions of said employment.

FISCAL IMPACT:

Fiscal impact for the remaining 8 months of fiscal year 2015-16 is \$156,283, including salary \$106,664, PERS \$24,044 and other benefits of \$25,575. Impact for a full year is \$234,425, including salary \$159,996, PERS \$36,066 and other benefits \$38,363.

CONTACT NAME: mrudolph@mono.ca.gov

PHONE/EMAIL: (760) 924-1707 / mrudolph@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 re chapman](#)

[Chapman contract resolution](#)

[Chapman contract](#)

History

Time	Who	Approval
11/6/2015 10:38 AM	County Administrative Office	Yes
11/4/2015 5:33 PM	County Counsel	Yes
11/4/2015 5:44 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo
Christian Milovich

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

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

Legal Assistant
Jennifer Senior

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: November 4, 2015

RE: Resolution Approving Chapman Employment Agreement

Recommendation:

Adopt Resolution R15-__ Approving an Agreement re Employment of Leslie Chapman and Prescribing the Compensation, Appointment, and Conditions of Said Employment.

Discussion:

The Proposed Resolution would approve a new employment agreement with Leslie Chapman, reflecting her appointment as County Administrator and modifying her compensation accordingly. Ms. Chapman served previously as the County's Finance Director since April of 2013. Utilizing the firm of Ralph Anderson & Associates, the County conducted an extensive nationwide recruitment for the position of County Administrator and conducted interviews of many qualified candidates. County department heads also interviewed finalists for the position and provided their input to the Board. At the end of that process, Ms. Chapman was selected by the unanimous vote of the Board of Supervisors to be the County's new CAO, effective November 4th.

If you have any questions regarding this item, please call me at 924-1707.

Encl.



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RESOLUTION NO. R15-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT
AGREEMENT WITH LESLIE CHAPMAN 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 Leslie Chapman, 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 Ms. Chapman. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this ____ day of _____, 2015, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

TIMOTHY E. FESKO, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

AGREEMENT RE EMPLOYMENT OF LESLIE CHAPMAN

This Agreement is entered into this 1st day of November, 2015, by and between Leslie Chapman and the County of Mono.

I. RECITALS

The County currently employs Leslie Chapman as the County's Finance Director and wishes to instead employ Ms. Chapman as the County Administrator (aka County Administrative Officer) on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Chapman wishes to accept such employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be November 1, 2015, until November 1, 2018, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Chapman in writing no later than May 1, 2018, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Chapman 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 the County cures the breach and notifies Ms. Chapman 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. Chapman as a result of the cured breach. If the 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 November 4, 2015, Ms. Chapman shall be employed by Mono County as the County Administrator (and no longer as Finance Director), serving at the will and pleasure of the Board of Supervisors in accordance with the terms and conditions of this Agreement. Ms. Chapman accepts such employment. The Board of Supervisors shall be deemed the "appointing authority" for all purposes with respect to Ms. Chapman's employment.
3. Effective November 1, 2015, Ms. Chapman's salary shall be \$13,333.00 per month. Effective May 1, 2015, if the Board of Supervisor finds that Ms. Chapman's performance is meeting the Board's expectations (as determined by the Board in its sole discretion), then Ms. Chapman's salary shall increase to \$13,750 per month. The Board shall also consider whether a further increase in compensation is appropriate after it has conducted Ms. Chapman's first annual

performance evaluation (on or about November 1, 2016). And the Board may also unilaterally increase Ms. Chapman's 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. Chapman's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Ms. Chapman 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. Chapman's 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. Ms. Chapman understands that she is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County.

4. Ms. Chapman 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 be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Chapman 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. Chapman was already entitled to for the 2015 calendar year under her former employment agreement).
5. To the extent deemed appropriate by the Board of Supervisors, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Chapman's 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. Chapman 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 2.5% at 55 for Ms. Chapman), CalPERS medical insurance, County dental and vision coverage, and life

insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R14-54 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.

7. Ms. Chapman understands and agrees that her 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. Chapman 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. Chapman's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).
8. Consistent with the "at will" nature of Ms. Chapman's employment, the Board of Supervisors may terminate Ms. Chapman's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Chapman 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 Board of Supervisors may, in its discretion, take during Ms. Chapman's employment.
9. In the event that such a termination without cause occurs, Ms. Chapman 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. Chapman 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. Chapman shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Chapman that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation (i.e., it does not include any other compensation, including but not limited to any temporary performance or merit pay).

10. Notwithstanding the foregoing, Ms. Chapman shall not be entitled to any severance pay in the event that the Board of Supervisors has grounds to discipline her on or about the time it 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. Chapman 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. Chapman 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. Chapman 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. Chapman. It specifically supersedes the employment agreement between the parties dated April 15, 2015. Consistent with Ms. Chapman's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Chapman 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. Chapman's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section

25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Chapman' 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. Chapman' sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

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

III. EXECUTION:

This Agreement shall be deemed executed as of November 1, 2015.

LESLIE CHAPMAN

THE COUNTY OF MONO

By: Timothy E. Fesko, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
Board of Supervisors



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 10, 2015

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Closed Session--Human Resources

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval



OFFICE OF THE CLERK
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REGULAR AGENDA REQUEST

Print

MEETING DATE November 10, 2015

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Closed Session - Public Employment

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrator.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
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THE COUNTY ADMINISTRATOR
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REGULAR AGENDA REQUEST

Print

MEETING DATE November 10, 2015

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Closed Session - Public Employment

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: HR Manager.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
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History

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REGULAR AGENDA REQUEST

Print

MEETING DATE November 10, 2015

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Closed Session - Public Employment

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Counsel.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
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History

Time

Who

Approval



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OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE November 10, 2015

TIME REQUIRED

SUBJECT Closed Session: Performance
Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

2 PUBLIC EMPLOYEE PERFORMANCE EVALUATIONS. Government Code section 54957. Title: Public Safety Officer;
Deputy Sheriff.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
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History

Time	Who	Approval
11/6/2015 10:37 AM	County Administrative Office	Yes
11/4/2015 5:36 PM	County Counsel	Yes



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REGULAR AGENDA REQUEST

Print

MEETING DATE November 10, 2015

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Closed Session - Public Employment

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Finance Director.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
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THE COUNTY ADMINISTRATOR
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MINUTE ORDER REQUESTED:

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ATTACHMENTS:

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History

Time	Who	Approval
11/6/2015 10:38 AM	County Administrative Office	Yes
11/6/2015 10:08 AM	County Counsel	Yes
11/6/2015 10:38 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 10, 2015

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Conference with Legal Counsel

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH
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Time	Who	Approval
11/4/2015 4:59 PM	County Administrative Office	Yes
11/4/2015 5:39 PM	County Counsel	Yes

