



# AGENDA

## BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.  
Teleconference Only - No Physical Location

### Regular Meeting May 10, 2022

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#### TELECONFERENCE INFORMATION

This meeting will be held via teleconferencing with members of the Board attending from separate remote locations. As authorized by AB 361, dated September 16, 2021, a local agency may use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency and local officials have recommended or imposed measures to promote social distancing or the body cannot meet safely in person and the legislative body has made such findings.

Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting  
[http://monocounty.granicus.com/MediaPlayer.php?publish\\_id=e42e610c-7f06-4b97-b1d6-739b1ff28cf8](http://monocounty.granicus.com/MediaPlayer.php?publish_id=e42e610c-7f06-4b97-b1d6-739b1ff28cf8)

#### **To join the meeting by computer:**

Visit <https://monocounty.zoom.us/j/88007809842>

Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 880 0780 9842.

To provide public comment, press the "Raise Hand" button on your screen.

#### **To join the meeting by telephone:**

Dial (669) 900-6833, then enter Zoom Webinar ID 880 0780 9842.

To provide public comment, press \*9 to raise your hand and \*6 to mute/unmute.

**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) 932-5530 or [bos@mono.ca.gov](mailto:bos@mono.ca.gov). 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 online at <http://monocounty.ca.gov/bos>. 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 and online.

**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**

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.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICER**

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

**4. DEPARTMENT/COMMISSION REPORTS**

Receive brief oral report on emerging issues and/or activities.

**5. 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. Update of Mono County Records Retention Policy**

Departments: County Counsel

Proposed resolution amending and restating the County-wide Record Retention and Destruction Policy/Schedule to extend the retention period for personnel records to seven (7) years.

**Recommended Action:** Adopt proposed resolution. Provide any desired direction to staff.

**Fiscal Impact:** None.

**B. Appointment of Jake Suppa to the Mono Basin RPAC**

Departments: Community Development

Consider appointing Jake Suppa as a member of the Mono Basin Regional Planning Advisory Committee (RPAC) for a term ending December 31, 2025.

**Recommended Action:** Appoint Jake Suppa to the Mono Basin RPAC for a term ending on December 31, 2025.

**Fiscal Impact:** None.

**C. Contract With RCI for Needs Assessment and Capacity Improvement of Special Districts**

Departments: Community Development

Approval of County entry into proposed contract with Resource Concepts, Inc. (RCI).

**Recommended Action:** Approve, and authorize the Chair to sign contract with Resource Concepts, Inc (RCI) for consulting services related to preparation of a needs assessment and capacity improvement plan for the county's special districts for the period of May 10, 2022 through June 30, 2024 with a not-to-exceed amount of \$237,500.

**Fiscal Impact:** Contract is funded by the Community Development Block Grant (CDBG) Technical Assistance program. A portion of staff time on the project will be funded by the Local Agency Formation Commission (LAFCO) as part of the Municipal Service Review (MSR) update.

**D. Agreement with California Department of Corrections and Rehabilitation**

Departments: Sheriff

(Sheriff Ingrid Braun) - Proposed agreement with the California Department of Corrections and Rehabilitation (CDCR) for the provision of housing and services to Mono County offenders.

**Recommended Action:** Approve, and authorize Sheriff Ingrid Braun to sign, contract with California Department of Corrections and Rehabilitation for housing and services to Mono County offenders for the period July 1, 2022, through June 30, 2025, and a not-to-exceed amount of \$84,392.

**Fiscal Impact:** Any financial impact would depend upon the utilization of the contract. The Sheriff's Office did not utilize CDCR bed space through the prior contract over the five year term. Should a need arise to utilize this contract, budgeted funds from Jail Medical Services (impacting the General Fund and potentially budgeted) or the Community Corrections Partnership (not impacting the General Fund and not currently budgeted) would be used. This contract limits cost of housing and care of applicable inmates. Mono County would be responsible for costs associated with providing third party medical care to offenders.

**6. CORRESPONDENCE RECEIVED - NONE**

Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

**7. REGULAR AGENDA - MORNING**

**A. PUBLIC HEARING - The County of Mono Electric Vehicle Charging Station Permit Expediting Ordinance**

Departments: Community Development - Building

PUBLIC HEARING: 9:00 AM (20 minutes)

(Jason Davenport) - Public Hearing on an expedited, streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7.

**Recommended Action:**

1. Conduct public hearing on the streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7 and set forth in the draft ordinance adding Section 5.04.210 to the Mono County Code.
2. Direct staff to make changes or modifications to the draft ordinance in response to public comment.
3. Direct staff to agendize the adoption of an ordinance codifying the referenced code section, as modified, at a future meeting

**Fiscal Impact:** No fiscal impacts are anticipated.

**B. COVID-19 (Coronavirus) Update**

Departments: CAO, Public Health

15 minutes

(Robert C. Lawton, CAO; Bryan Wheeler, Public Health Director; Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

**Recommended Action:** None, informational only.

**Fiscal Impact:** None.

**C. FY2021-22 Budget Third Quarter Adjustments**

Departments: CAO

15 minutes

(John Craig , Assistant CAO; Megan Mahaffey, Accountant III) - This item is to approve Third Quarter budget adjustments requested by departments and project year end Fund Balance that can be used to balance the FY2022-23 budget.

**Recommended Action:** Receive report and approve recommended budget adjustments. (4/5ths vote required).

**Fiscal Impact:** The requested adjustments increase expenditure line items that need additional allocations and reduce expenditure line items that need less allocations. Adjustments to revenue line items that received additional revenue over budget are also included in these budget requests. The impact of these



requests is an anticipated \$1,618.96 surplus to the General Fund.

**8. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. 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 Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

**B. Closed Session - Public Employee Evaluation**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

**9. BOARD MEMBER REPORTS**

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

**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 10, 2022

**Departments: County Counsel**

**TIME REQUIRED**

**SUBJECT** Update of Mono County Records  
Retention Policy

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed resolution amending and restating the County-wide Record Retention and Destruction Policy/Schedule to extend the retention period for personnel records to seven (7) years.

**RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 7606483270 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff report</a>
<input type="checkbox"/> <a href="#">Resolution adopting revised policy</a>
<input type="checkbox"/> <a href="#">Records Retention Policy - NO REDLINE</a>
<input type="checkbox"/> <a href="#">Document Retention Policy WITH REDLINE</a>

**History**

Time	Who	Approval
5/3/2022 11:12 AM	County Counsel	Yes

4/27/2022 11:31 AM

Finance

Yes

5/6/2022 4:38 PM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsels**  
Christian E. Milovich  
Anne L. Frievault

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**

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

**Telephone**  
760-924-1700

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**Risk Manager**  
Jay Sloane

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Office of the Mono County Counsel

Date: May 10, 2022

Re: Update to Mono County Record Retention and Destruction Policy

**Recommended Action:** Consider and approve proposed resolution amending the county-wide record retention and destruction policy. [4/5 vote is required].

**Fiscal Impact:** None

**Discussion:** in 2017 your Board adopted a County-wide record retention and destruction policy, which serves as a records management policy for the orderly retention, preservation or disposal of documents on a County-wide basis. That policy was amended and restated on January 11, 2022, to make minor revisions based on changes in law since 2017.

Staff is proposing further amendments to the policy based on recent changes in the law which extend the deadline for the filing of a lawsuit under the Fair Employment and Housing Act, therefore making it a best practice to maintain employee and personnel records for a period of seven (7) years. The proposed resolution amending the policy will supersede and replace the January 2022 resolution and policy.

Pursuant to section 26202 of the Government Code, a 4/5 vote of your Board is required for the adoption of this policy.



RESOLUTION NO. 22- \_\_\_\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
ADOPTING AMENDED COUNTY-WIDE RECORD  
RETENTION AND DESTRUCTION POLICY**

**WHEREAS**, the County of Mono (“County”) generates, receives, handles and maintains many records in the performance of its business activities as a public entity and in turn has an obligation to maintain County records in accordance with government laws and regulations and accepted records management practices; and

**WHEREAS**, there are significant costs to maintaining records beyond their useful life as such records otherwise take up space in the County’s offices; and

**WHEREAS**, the Mono County Record Retention and Destruction Policy (“Policy”), which is attached as Exhibit A and incorporated herein by this reference, is intended to: (1) establish consistent procedures throughout the County for the management, retention, and destruction of records; and (2) ensure compliance with laws that govern the retention and destruction of those records; and

**WHEREAS**, sections 26200 et seq. of the Government Code provide the relevant procedures for destroying County records; and

**WHEREAS**, pursuant to section 26201 of the Government Code, the Board may authorize destruction or disposition of duplicate records, papers, or documents the originals or permanent photographic reproductions of which are on file with any officer or department of the County; and

**WHEREAS**, pursuant to section 26205.1(a) of the Government Code, the Board may delegate to County officers the authority to destroy any non-judicial public record, paper, or document if the record, paper, or document is photographed, micro photographed, microfilmed, or otherwise reproduced in accordance with State law; including, but not limited to, section 12168.7 of the Government Code; and

**WHEREAS**, pursuant to section 26205.1(b) of the Government Code, the Board may delegate to County officers the authority to destroy any record not prepared or received pursuant to state statute without creating an alternate copy; and

**WHEREAS**, pursuant to section 26202 of the Government Code, the Board may, by a four-fifths vote, authorize the destruction of records prepared or received pursuant to state or

1 federal statute where those records have been maintained for the required period of time and the  
2 Board has determined the retention of those records is no longer necessary or required for  
County purposes; and

3 **WHEREAS**, retention schedules are used by public entities across the State of California  
4 and are an appropriate mechanism for the Board to proactively make the determination under  
5 section 26202 of the Government Code as to when various categories of records will no longer  
6 be necessary or required for County purposes and thereby improve the efficiency of records  
management; and

7 **WHEREAS**, there are some County records that are required by law to be filed and  
8 preserved and of which the board may not authorize destruction, and it is necessary and  
appropriate to identify those records and specify how long they must be retained; and

9 **WHEREAS**, on December 12, 2017, pursuant to the above-mentioned statutory  
10 authority, the Board approved Resolution No. R17-91, adopting a County-Wide Record  
11 Retention and Destruction Policy; and

12 **WHEREAS**, on January 11, 2022, the Board adopted Resolution No. R22-04, amending  
13 the County-Wide Record Retention and Destruction Policy to make revisions based on  
department preference and changes in the law since 2017; and

14 **WHEREAS**, now, the Board wishes to further amend certain portions of that policy to  
15 comply with recent changes in the law;

16 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MONO COUNTY**  
17 **RESOLVES** as follows:

18 **SECTION 1.** There is a need for an orderly and controlled plan for the retention and the  
19 systematic destruction of certain department records and documents, which are no longer needed  
or required for County purposes.

20 **SECTION 2.** The Mono County Record Retention and Destruction Policy, which is  
21 attached hereto as an Exhibit and which sets forth retention periods, as well as procedures to  
22 properly and lawfully retain and destroy records is approved and the County Administrative  
Officer or the designated Department Head is authorized to retain and destroy the specified  
23 records in accordance with the Policy.

24 **SECTION 3.** No County record may be destroyed except as set forth in this Resolution  
25 or as otherwise authorized by law.

26 **SECTION 4.** This Resolution supersedes and replaces in entirety, Mono County Board  
27 of Supervisor's Resolution No. R22-04, which shall be of no further force or effect.  
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**APPROVED AND ADOPTED** this 10<sup>th</sup> day of May, 2022, by the following vote:

AYES :  
NOES :  
ABSTAIN :  
ABSENT :

\_\_\_\_\_  
Bob Gardner, Chair  
Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
COUNTY COUNSEL



## **Mono County Record Retention and Destruction Policy**

*Adopted May 10, 2022*

### **ARTICLE I CONDITIONS FOR DESTRUCTION APPLICABLE TO ALL RECORDS**

**Section 1.0.1.** The County officer authorizing destruction or disposition must determine that the record has no further administrative value.

**Section 1.0.2.** All records dated 1910 and earlier and all other records of possible historical significance which are not otherwise retained by the county as historically significant records shall be offered to local historical societies in Mono County and then to the State of California Historical Preservation Commission or other state historical societies for preservation for historical purposes. If the offer is refused or not acted upon within thirty (30) days, the records may be destroyed pursuant to this resolution. Alternatively to destruction, the records may be given to any member of the public.

**Section 1.0.3.** Where federal or state funds have been furnished, authority to destroy a record must be secured from the appropriate federal or state agency if the record is required to be retained by the terms of the agreement or law by which the funds have been furnished.

**Section 1.0.4.** Reproduction means preserved in any form of communication or representation, including optical, electronic, magnetic, micrographic, or photographic media or other technology capable of accurately producing or reproducing the original record, in accordance with regulations adopted by the California Secretary of State for the preservation and reproduction of the medium.

**Section 1.0.5.** Authorization or requirement for reproduction means:

- a) The device used to reproduce the record, paper, or document on film, optical disk, or any other medium is one which accurately reproduces the original in all details and which does not permit additions, deletions, or changes to the original document images.
- b) The reproduction is placed in conveniently accessible files, and provision is made for preserving, examining, and using the files, either permanently or for the stated time period.
- c) Every reproduction shall be deemed to be an original record and a transcript, exemplification, or certified copy of any reproduction shall be deemed to be a transcript, exemplification, or certified copy, as the case may be, of the original.

**Section 1.0.6.** The term "record" means and includes all official or non-official, non-judicial documents, papers, audio recordings, records, documents, books, and files in the custody of County officers.



**Section 1.0.7.** Authorization for destruction of a record after a term of years of retention as set forth herein does not require the destruction of any record at the end of any such term of years, and the record may be retained for a longer period for the convenience of the County officer.

**Section 1.0.8.** Records that are related to litigation (Litigation Hold), whether asserted, threatened, pending, or ongoing, shall not be destroyed until the litigation has terminated and/or in accordance with Article II of this resolution, whichever is later.

**Section 1.0.9.** The Resolutions, minutes, audio tape recordings and other similar documents of Mono County Boards, Commissions and Committees which are subject to the Brown Act are governed by Article III for the Clerk of the Board Section 3.4.

**Section 1.0.10.** Destruction of duplicate copies is authorized pursuant to Government Code § 26201.

**Section 1.0.11.** This Policy supersedes and replaces in entirety, Mono County Board of Supervisors' Resolution No. R01-04 Authorizing the Destruction of Certain District Attorney Office Records, Documents, Instruments, Books, and Papers Pursuant to Government Code section 26205.1 and Resolution No. R09-69 Authorizing the Destruction of Certain Clerk of the Board Records Pursuant to Government Code section 26202.

**ARTICLE II**

**DOCUMENTS AND SPECIAL CONDITIONS APPLICABLE TO ALL COUNTY OFFICERS IF THE RECORD IS NOT COVERED UNDER ARTICLE III (Board of Supervisors Approval Not Required Unless Otherwise Specified) (Govt. Code, §26205.1)**

<b>Section</b>	<b>Description of Record(s)</b>	<b>Conditions</b>	<b>Retention</b>	<b>Citation</b>
2.1.1	DUPLICATE copies of documents WITH THE EXCEPTION of duplicate copies of the deposit permits or deposit receipts retained by the Clerk/Auditor/Controller at the time of issuance thereof and copies of inventories required by Section 24051 of the Government Code which the officer must retain for five years and deliver to the successor in office.	The original or a permanent reproduction is in the files of any officer or department of this County.	Immediately IF original is preserved.	Govt. Code § 26201
2.1.2	Records which were not prepared or received pursuant to state statute or county ordinance, and not required by law to be filed and preserved, including but not necessarily limited to the following: documents, forms or records made as supporting data for reports; resumes or other records whether or not the data is actually included in such report, resume or other record; time sheets, individual	The records are over two years old. No copy need be retained.	2 years.	Govt. Code § 26205.1(b)

	overtime slips and other records kept in support of payrolls by departments other than the Auditor's office (see section 3.2.9 and 3.2.10 for payrolls records pertaining to Auditor); automobile mileage reports; forms developed and maintained for departmental use only; letters or other records of requests from the public for information only and replies thereto; information compiled or collected for statistical reports or budget preparation and like records.			
2.1.3	Records which were prepared pursuant to state statute or County ordinance, but not expressly required by law to be filed and preserved and not otherwise addressed in Article III.	The records are over two years old. Requires 4/5th vote of the BOS, finding records are no longer needed for County purposes. No copy need be retained.	2 years from date record was created.  *NOTE: any record which falls under this category and is not expressly mentioned in Article III will need to be brought to the Board separately and destruction will need to be approved by a 4/5 <sup>th</sup> vote.	Govt. Code § 26202
2.1.4	Records which are expressly required by law to be filed and preserved.	Hard copy record may not be destroyed unless accurately reproduced in a format that preserves all details and does not permit additions, deletions, or changes to the original document images and the reproduction is placed in conveniently accessible files, and provision is made for preserving, examining and using the files on a permanent basis.	Permanent (hardcopy or the reproduction).	Govt. Code § 26205.1
2.1.5	Recordings of routine video monitoring, by a video or electronic imaging systems designed to record the regular and ongoing operations of the department, including mobile in-car video systems, jail observation and monitoring systems, and building security taping systems.	Recordings have been kept for 1 year.	1 year.	Govt. Code § 26202.6

2.1.6	Recordings of the routine daily recording of telephone communications to and from a county and maintained by the Department. (Does not include voicemail).	Recordings have been kept for 100 days and written approval of County Counsel has been obtained. 100 days.	100 days. (Requires County Counsel approval).	Govt. Code § 26202.6
2.1.7	Inventories filed by county officers or persons in charge of any office, department, service or institution of the County and the executive head of special districts whose affairs and funds are under supervision and control of the BOS or for which the board is ex officio.	Have been on file for more than five years. OR Document has been reproduced in accordance with section 26205.1.	5 years. OR Until reproduced in accordance with Section 26205.1.	Govt. Code §§ 24051, 26205.1
2.1.8	Original deeds granting property to Mono County or any special district governed by the BOS.	Do not destroy under any circumstances.	Permanent.	
2.1.9	Voicemails (including voicemails forwarded to email).		No retention necessary	

### ARTICLE III

#### DOCUMENTS AND SPECIAL CONDITIONS APPLICABLE TO SPECIFIC COUNTY DEPARTMENTS (Board of Supervisors Approval Not Required Unless Otherwise Specified) (Govt. Code, §26205.1)

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<b>Section</b>	<b>Description of Record(s)</b>	<b>Conditions</b>	<b>Retention/Destruction</b>	<b>Citation</b>
3.1.1 (Assessor)	Any document not otherwise specified, including but not limited to documents containing information obtained from taxpayers.	Six years have elapsed since lien date for the taxes or tax year for which the document or information was obtained. OR Document has been preserved and is retrievable pursuant to R&T §465.	6 years. OR Immediately if preserved in a medium that provides access to the documents.	R&T Code § 465
3.1.2 (Assessor)	Affidavits claiming an exemption, for the first time, pursuant to section 254.5, 257 and 277.	Six years have elapsed since the lien date of the tax year for which the exemption was last granted. AND Document has been preserved and is retrievable in accordance with R&T §465.	6 years. AND Document has been preserved and is retrievable in accordance with R&T §465.	R&T Code § 465
3.1.3 (Assessor)	Lot books.	The records are reproduced & placed in conveniently accessible files.	Until reproduced and reproductions are in publicly accessible files.	R&T Code § 1256; Govt. Code § 26205.1

3.2.1 (Auditor)	County, school or special district claims, warrants or any other paper issued as a warrant voucher.	The record is over five years old. OR The record has been reproduced in accordance with Gov't Code § 12168.7 & the reproduced records are in conveniently accessible files and kept for five years from the date of the document.	5 years. OR At any time after the record has been reproduced in accordance with Gov't Code § 12168.7 & the reproduced records are in conveniently accessible files and kept for 5 years from the date of the document.	Govt. Code § 26907
3.2.2 (Auditor)	The Index or Warrant Register.	The record is over five years old. OR A photographic record has been made of the record.	5 years. OR At any time after a photographic record has been made of the record. (An index or warrant register that is over 5 years old may be destroyed without being reproduced).	Govt. Code § 26907
3.2.3 (Auditor)	County, school or special district bonds or coupons.	Bonds or any and all coupons pertaining thereto have been paid or cancelled for not less than five years.	5 years after paid or canceled.	Govt. Code §§ 53921 & 26907.1
3.2.4 (Auditor)	Auditor's copies of County deposit permits.	The record is more than five years old.	5 years.	Govt. Code § 26907.2
3.2.5 (Auditor)	Statements & affidavits of salaried County officers regarding fees collected as required by Chapter 8 of the Government Code, commencing with § 24350.	The records are more than five years old. OR At any time after the records have been reproduced if the copy is kept and maintained for five years.	5 years. OR Until reproduced (copies must be kept for 5 years).	Govt. Code §§ 24356 and 26907
3.2.6 (Auditor)	Any original unsecured tax roll containing the information set forth in the delinquent roll or abstract list.	The record has been certified as correct and complete by the Auditor; a certified permanent record on a substitute media has been prepared in accordance with Gov't Code § 26205; and the substitute media will be retained for at least 5 years from the date of the creation of the original document.	5 years. OR Immediately once certified by the Auditor as correct and reproduced and maintained for 5 years in accordance with Gov't Code § 26205 (reproduction may be destroyed after five years).	R&T Code § 2928

3.2.7 (Auditor)	Fiscal, statistical & other records necessary for maintaining accountability & meeting reporting requirements related to the administration of public social services.	Three years have elapsed since the date of the final expenditure report. OR Record has been reproduced and is stored electronically.  Cannot be destroyed if Audit findings have not been resolved.	3 years from date final expenditure report submitted. OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed).  Cannot be destroyed if Audit findings have not been resolved.	WIC § 10851(c),(f)
3.2.8 (Auditor)	Statements of assets in Treasury.	Original quarterly and annual reports are filed with the Clerk and another copy of each is posted and maintained in the Auditor's office for at least one quarter.	At least 1 quarter after filing copy with the Clerk of the Board of Supervisors.	Govt. Code §§ 26920, 26922
3.2.9 (Auditor)	All records used to support payroll transactions.	6 years have elapsed since the close of the calendar year in which the final payment is made.	6 years after the end of the calendar year in which the record was created.	Govt. Code § 26202
3.2.10 (Auditor)	Payroll Masters – Year-end report for all yearly payroll activity for all departments.	10 years have elapsed since the end of the calendar year in which the record was created.	10 years after the end of the calendar year in which the record was created.	Govt. Code § 26202
3.3.1 (Behavioral Health)	Records, including narrative portions of the records, pertaining to health care services rendered under Medi-Cal or any other health care program administered by the department or its agents/contractors, including services rendered, recipient of services, date of service & any additional information legally required to be kept.	10 years have passed from the final date of the contract period between the plan and the provider, from the date of completion of any audit, or from the date the service was rendered, whichever is later. OR Immediately upon reproduction and electronic storage (and then after 10 years have passed from the final date of the contract period, from the date of completion of any audit or from the date the service was rendered, whichever is later, can be destroyed).  * Cannot be destroyed if another statute requires a longer retention period.  * Records shall be retained	10 years from the final date of the contract period between the plan and the provider, from the date of completion of any audit, or from the date the service was rendered, whichever is later, in accordance with Section 438.3(u) of Title 42 of the Code of Federal Regulations. OR Immediately upon reproduction and electronic storage (and then after 10 years have passed from the final date of the contract period, from the date of completion of any audit or from the date the service was rendered, whichever is later, can be destroyed).  * Cannot be destroyed if another statute requires a longer retention period.  * Records shall be retained beyond the 10-year period when the Department is notified by the	WIC § 14124.1; 42 CFR §438.3

		beyond the 10-year period when the Department is notified by the County or the State Department of Health and Human Services, whichever has jurisdiction over the records, to retain records for a longer period of time, including for civil or criminal action.	County or the State Department of Health and Human Services, whichever has jurisdiction over the records, to retain records for a longer period of time, including for civil or criminal action.	
3.3.3 (Behavioral Health)	Patient/Client health service records, kept by a licensed psychologist, professional clinical counselor, licensed clinical social worker or a marriage & family therapist.	If the records pertain to a client whose therapy has terminated on or after January 1, 2015 and 10 years have elapsed since the date the client/patient last received therapy services or treatment and any audits have been completed. OR If the client/patient is an unemancipated minor when services were rendered, the file must be kept at least for 10 years after the minor turns 18.	10 years after the date the client last received services or treatment and any audits have been completed. OR If the client/patient was an unemancipated minor when services were rendered, the file must be kept at least 10 years after minor turns 18.  *This retention period applies only to the records of a client or patient whose therapy is terminated on or after January 1, 2015.  *Records may be retained in either electronic or written format.	22 CCR § 77143  H&S Code § 123145  Bus. & Prof. Code §§ 2919, 4980.49; 4989.51, 4993,4999.75.
3.3.4 (Behavioral Health)	Fiscal, statistical and other records necessary for maintaining accountability and meeting reporting requirements relating to the administration of public services.	Three years have elapsed since the date of the final expenditure report. OR Record has been reproduced and is stored electronically.  Cannot be destroyed if Audit findings have not been resolved.	3 years from date final expenditure report submitted. OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed).  Cannot be destroyed if Audit findings have not been resolved.	WIC § 10851(c),(f)
3.3.5 (Behavioral Health)	DUI participant case files	48 months have elapsed since one of the following and: Individual has been transferred to another DUI program; Individual has been dismissed from the program; OR Notice of Completion Certificate has been issued.	48 months have elapsed since one of the following: Individual has been transferred to another DUI program; Individual has been dismissed from the program; OR Notice of Completion Certificate has been issued.	9 CCR § 9866
3.4.1 (Clerk of the Board)	Contracts & original specifications of County buildings.	The building to which the records apply has been completed for over ten years.	10 years.	Govt. Code §§25101, 26202; CCP §337.15

3.4.2 (Clerk of the Board)	Resolution Books; Minute Books; Ordinance Books; Board agendas & packets; records and accounts of supervisors.	Permanent. (Can be reproduced and retained electronically)	Permanent. (Can be reproduced and retained electronically).	Govt Code §§ 25102, 25102.1, 25104, 25105
3.4.3 (Clerk of the Board)	Contracts and agreements not relating to public improvements.	Four years has elapsed since the expiration of term and no legal action pending.	4 years after term ends (if no legal action pending).	Govt. Code § 26202, CCP § 337
3.4.4 (Clerk of the Board)	Assessment Appeals Board files.	Five years have elapsed since final AAB action and no legal action is pending involving the application. OR Records have been reproduced & three years have elapsed.	5 years after final AAB action (if no legal action pending). OR 3 years (if reproduced).	Govt. Code § 25105.5
3.4.5 (Clerk of the Board)	Audio or video recordings of official proceedings of a public body subject to the Brown Act.	Two years have elapsed since the date of the recording.	Indefinitely.	Govt. Code § 54953.5
3.4.6 (Clerk of the Board)	Claims against County or special district for which the Board of Supervisors is the governing body.	Five years have elapsed since final Board action and no legal action is pending involving the application.	5 years (if no legal action pending).	Govt. Code § 25105.5
3.4.7 (Clerk of the Board)	Correspondence received (not requiring action).	2 years have elapsed since receipt of correspondence.	2 years.	Govt. Code § 26202
3.4.8 (Clerk of the Board)	Any document containing information obtained from taxpayers.	Six years have elapsed since lien date for the taxes for which the information was obtained. OR Three years have elapsed since such lien date and the records are reproduced.	6 years. OR 3 years if reproduced.	Rev. & Tax Code §§ 465
3.5.1 (Community Development)	Building Permits	Kept for the life of the building or reproduction has been made and is accessible and reproduction is kept for life of building.	Life of the building. OR May be destroyed at any time provided a reproduction is made and retained. Reproduction must be kept for the life of the building.	H&S Code §19850; Govt Code § 26205



3.5.2 (Community Development)	Zoning Maps or Maps referencing Land Use Designations.	May not be destroyed unless reproduced and the reproduction is placed in conveniently accessible files, and provision is made for preserving, examining and using the files on a permanent basis.	Permanent. OR Until reproduced and the reproduction is in conveniently accessible files and available for use on a permanent basis.	Govt. Code § 26205.1
3.5.3 (Community Development)	Environmental Documents (CEQA) including: Initial Study Negative Decs. EIR's Technical Studies	May not be destroyed unless reproduced and the reproduction is placed in conveniently accessible files, and provision is made for preserving, examining and using the files on a permanent basis.	Permanent. OR Until reproduced and the reproduction is in conveniently accessible files and available for use on a permanent basis	Govt. Code § 26205.1
3.6.1 (Coroner)	The official file for each deceased person required by Gov't Code § 27463.	The Coroner's investigation is completed, the case is closed, and the record is reproduced and placed in conveniently accessible files.	Until reproduced and placed in conveniently accessible files (after investigation completed and case closed).	Govt. Code § 27463.5
3.6.2 (Coroner)	Blood and urine samples from persons killed as result of motor vehicle accident.	Detailed medical findings resulting from chemical examinations must be reduced to writing or permanently preserved on recording disks or similar recording media.	Permanent.	Govt. Code § 27491.25
3.7.1 (County Clerk)	Fictitious business name statement.	The statements have expired and four years have elapsed since the expiration.	4 years after expiration.	Bus. & Prof. Code § 17927(a)
3.7.2 (County Clerk)	Statements of abandonment of fictitious business name or withdrawal from partnership operation under fictitious business name and proof of publication.	At the same time the fictitious business name statement to which it relates is destroyed.	Until fictitious business name statement is destroyed.	Bus. & Prof. Code §§ 17927 (a) & 17927(b)
3.7.3 (County Clerk)	Official Oath filed by a Notary Public.	One year has elapsed since the expiration of the term of the commission for which the oath was taken.	1 year after expiration of the commission for which the oath was taken.	Govt. Code § 8213

3.7.4 (County Clerk)	All public papers of any Notary Public who dies, resigns, is disqualified, removed from office, or allows his commission to expire without reappointment within 30 days.	More than ten years have elapsed since records were deposited, no request for or reference to such records has been made, and an order of the court is first obtained.	10 years (if court order obtained and no request for/reference to records have been made).	Govt. Code § 8209
3.7.5 (County Clerk)	Certificates of Confidential Marriages.	After one year if reproduced.	1 year (if reproduced).	Family Code § 511
3.7.6 (County Clerk)	Grand Jury Reports and Responses.	Permanent record. Do not destroy.	Permanent.	Penal Code § 933(c)
3.7.7 (County Clerk)	Statements of Cash in Treasury (filed with Clerk by Auditor)		2 years.	Govt. Code §§ 26920, 26922, 26205.1
3.7.8 (County Clerk)	Deputy Oath.	5 years have elapsed since the date of revocation of the appointment of the deputy.	5 years after the date of revocation of appointment. (No reproduction need be made or preserved).	Govt. Code §§ 24102 (a),(d)
3.7.9 (County Clerk)	Process Server's Certificate of Registration.	The certificate of registration has been kept for three years past the expiration date of the certificate.	The cert. of registration retained for 3 years following the expiration date of the cert., after which the cert. may be destroyed if scanned or if the conditions in Gov. Code § 26205.1 are met. If cert. is scanned, the image shall be retained for 10 years, after which time that image may be destroyed and no reproduction thereof need be made or preserved.	Bus. & Prof. Code § 22351(c)
3.7.10 (County Clerk)	Professional Photocopier application for registration.	The application for registration has been kept for a period of three years past the expiration date.	Application for registration shall be retained for 3 years past its expiration date, after which time it may be destroyed if it is scanned or if the conditions in Gov. Code 26205.1 are met. If it is scanned, the scanned image shall be retained for 10 years. After which time image may be destroyed & no reproduction need preserved.	Bus. & Prof. Code § 22452(c)

3.7.11 (County Clerk)	Unlawful Detainer Assistants & Legal Document Assistants application for registration.	The application for registration has been kept for a period of three years following the expiration date of the application.	The County clerk shall retain the application for a period of 3 years following the expiration date of the application, after which time the application may be destroyed if it is scanned or if the conditions specified in Gov. Code 26205.1 are met. If the application is scanned, the scanned image shall be retained for a period of 10 years, after which that image may be destroyed and no reproduction need be made or preserved.	Bus. & Prof. Code § 6403(e)
3.7.12 (County Clerk)	<i>Applications</i> for Vital Records: (Includes requestor & registrant information for requests for vital records.)	The application has been kept for a period of two years after receipt by the County.	2 years.	Govt. Code § 26202; See H&S Code §§102275-102395
3.8.1 (County Counsel)	Assessment Appeal Files (e.g., records for appeals of property tax amount, including owner's appeal, BOE decisions or findings, attorney notes, etc.).	Six years have elapsed since matter was closed.	6 years.	Code of Civil Proc. §§338, 341, et seq.; Govt. Code §25205; R&T Code §465
3.8.2 (County Counsel)	Bail Bond Motion Files (e.g., records of bail summary judgments, receipt of payments, proof of transfer of funds to court, attorney notes, etc.).	Two years have elapsed since matter was closed.	2 years.	PC § 1305 Govt. Code § 26205.1
3.8.3 (County Counsel)	Code Enforcement or Admin Appeal Hearing Case Files (e.g., petitions, orders, notices, pictures, attorney notes, etc.).	Five years have elapsed since matter was closed.	5 years.	Govt. Code § 26205.1

3.8.4 (County Counsel)	Human Resources Case Files (e.g., grievances, writs, disciplinary actions, federal or state litigation matters, attorney notes, etc.).	10 years have elapsed since matter was closed or since separation from the County services (whichever is later).	10 years after matter is closed or separation from County (whichever is later).	Govt. Code §§ 12946, 26205.1
3.8.5 (County Counsel)	Juv. Dependency Case Files (e.g., petitions filed pursuant to WIC, birth certificates, notices, citations, orders, social worker reports, ex parties, court reports, parent locator discovery reports, ICWA documents, minute orders, paternity tests, attorney notes, etc.).	Matter is closed + child reaches 28 years of age.	File shall be retained until the child reaches 28 years old.	Govt. Code § 68152(g); WIC § 826(a)
3.8.6 (County Counsel)	Litigation Case Files (e.g., records related to County action in civil and criminal cases or actions involving property such as eminent domain, including briefs, court proceedings, pleadings, investigative materials, petitions, notices, attorney notes, etc.).	Ten years have elapsed since matter was closed.	10 years.	Govt. Code § 26205.1
3.8.7 (County Counsel)	Conservatorship Case Files (e.g., records related to LPS or Probate conservatorship matters, including petitions, accountings, correspondence, court orders, letters of conservatorship, attorney notes, etc.).	Five years have elapsed since the matter was closed.	5 years.	CCP §§338, 337 et seq.; Govt. Code §§ 945, 25105.5; PC §832.5

3.8.8 (County Counsel)	County Department/District files (e.g., correspondence, memoranda, research, etc.).	Five years have elapsed since matter was closed.	5 years.	Govt. Code § 26205.1
3.9.1 (District Attorney)	Crime and supplemental reports, complaints, and files.	10 years has elapsed since record or file has been closed or adjudicated; it does not relate to an unadjudicated crime; it does not relate to unserved warrants; it does not relate to a criminal death case; and it is not presently the subject of either civil or criminal litigation.	10 years after close or adjudication of case provided record is not related to an unadjudicated crime, unserved warrant, criminal death case, and is not presently the subject of either civil or criminal litigation.	Govt. Code § 26205.1
3.9.2 (District Attorney)	Miscellaneous noncriminal reports.	3 years have elapsed since the record or file has been closed.	3 years.	
3.10.1 (Human Resources)	Any personnel or employment record or file made or kept by County (including but not limited to requests for reasonable accommodation application forms submitted by applicants & other records having to do with hiring, promotion, demotion, transfer, layoff, or termination, rates of pay or other terms of compensation & selection for training).	Seven years have elapsed since the date of the making of the record or the personnel action involved.	Record shall be preserved for a period of 7 years from the date of the making of the record or the personnel action involved, whichever occurs later.	Title 29, Chpt XIV, § 1602.31 CFR; Govt. Code §12946
3.10.2 (Human Resources)	Terminated Employee Files.	Seven years have elapsed since the end of employment.	7 years.	Title 29, Chpt XIV, § 1602.31 CFR; Govt. Code §12946
3.10.3 (Human Resources)	EE0-4 Reports – annual report req'd by federal law.	Seven years have elapsed since the report was created.	7 years.	Title 29, Chpt XIV, § 1602.30 CFR

3.10.4 (Human Resources)	MOU agreements negotiated between County & employee bargaining units.		Permanent.	
3.11.1 (Probation)	Records relating to individual minors.	Five years have elapsed since the termination of jurisdiction of the juvenile court over the minor.	5 years.	WIC § 826(a)
3.11.2 (Probation)	Records related to any person over 18.	Five years have elapsed since the termination of probation.	5 years.	Penal Code § 1203.10
3.12.1 (Public Health)	Rabies Control Records.	10 years have elapsed since the date record was created.	10 years.	Gov't Code § 26202
3.12.2 (Public Health)	X-ray photographs and case records taken with regard to tuberculosis.	The records are more than five years old and:  1. They do not show the existence of tuberculosis in the infectious stage;  2. The individual to whom the records pertain has been deceased more than two years, would be 102 years old according to date of birth as shown on the record; or  3. The person's place of residence has been unknown for over 10 years.	5 years (if the records do not show the existence of tuberculosis in the infectious stage; or the individual to whom the records pertain has been deceased more than two years, would be 102 years old according to date of birth as shown on the record; or the person's place of residence has been unknown for over 10 years).  * The records may be offered to a public or private medical library instead of being destroyed.	H&S Code § 123150
3.12.3 (Public Health)	Women, Infants & Children (WIC) program records.	Ten years have elapsed since the date of the final expenditure report for the period to which the report pertains.  * Cannot be destroyed if any litigation, claim, negotiation, audit or other action involving the records has been started before the end of the three-year period.  * If FNS deems any of the program records to be of historical interest, it may require the State or local agency to forward such records to FNS whenever either agency is disposing of them.	10 years after date of the final expenditure report for the period to which the report pertains.  * Cannot be destroyed if any litigation, claim, negotiation, audit or other action involving the records has been started before the end of the 3-year period.  * If FNS deems any of the program records to be of historical interest, it may require the State or local agency to forward such records to FNS whenever either agency is disposing of them.	7 CFR § 246.25

3.12.4 (Public Health)	Records pertaining to health care services rendered under CMAA, Medi-Cal or any other health care program administered by the department or its agents or contractors, including services rendered, recipient of services, date of service and any additional information required by law to be kept by said Department.	10 years have passed from the final date of the contract period between the plan and the provider, from the date of completion of any audit, or from the date the service was rendered, whichever is later. OR Immediately upon reproduction and electronic storage (and then after ten years can be destroyed).  * Cannot be destroyed if another statute requires a longer retention period.  * Records shall be retained beyond the 10-year period when the Department is notified by the County or the State Department of Health and Human Services, whichever has jurisdiction over the records, to retain records for a longer period of time, including for civil or criminal action.	10 years from the final date of the contract period between the plan and the provider, from the date of completion of any audit, or from the date the service was rendered, whichever is later, in accordance with Section 438.3(u) of Title 42 of the Code of Federal Regulations. OR Immediately upon reproduction and electronic storage (and then after 10 years can be destroyed).  * Cannot be destroyed if another statute requires a longer retention period.  * Records shall be retained beyond the 10-year period when the Department is notified by the County or the State Department of Health and Human Services, whichever has jurisdiction over the records, to retain records for a longer period of time, including for civil or criminal action.	WIC §§ 14124.1; 42 CFR §433.32, 438.3
3.12.5 (Public Health)	Fiscal, statistical and other records necessary for maintaining accountability and meeting reporting requirements relating to the administration of public services.	Three years have elapsed since the date of the final expenditure report. OR Record has been reproduced and is stored electronically.  Cannot be destroyed if Audit findings have not been resolved.	3 years from date final expenditure report submitted. OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed).  Cannot be destroyed if Audit findings have not been resolved.	WIC § 10851(c),(f); 42 CFR §433.32
3.12.6 (Public Health)	Water Test Records.	Five years have elapsed since the date record was created.	5 years.	40 CFR § 141.33(a)
3.12.7 (Public Health)	Records of chemical analyses made pursuant to 40 CFR § 141.33(a).	10 years have elapsed since the date the record was created.	10 years.	40 CFR § 141.33(a)
3.12.8 (Public Health)	Small water system files (made for each small water system under County jurisdiction pursuant to CCR § 64259) including	10 years have elapsed since the date the record was created.	10 years.	22 CCR § 64259

	permits & all corresponding technical reports, monitoring results, photos plans, historical data and correspondence.			
3.12.9 (Public Health)	Solid Waste records for disposal sites located with the jurisdiction of enforcing agency.		All files and their contents shall be retained by the enforcement agency for as long as a facility or disposal site physically exists.	14 CCR § 18020
3.13.1 (Public Works)	Traffic Collision Reports received from the California Highway Patrol.	Two years have elapsed since receipt of the records.	2 years.	Govt. Code § 26202
3.13.2 (Public Works)	Unaccepted bids or proposals for construction or installation of public works.	Two years have elapsed since receipt of the bid. Accepted bids should be filed with the contract.	2 years.	Govt. Code § 26202.1
3.14.1 (Purchasing Agent)	Written requisitions received by the Purchasing Agent.	Three years have elapsed since creation.	3 years.	Govt. Code § 25501.5
3.14.2 (Purchasing Agent)	Unaccepted bids & proposals for services, supplies & equipment received by Purchasing Agent.	Two years have elapsed since receipt of the record.	2 years.	Govt. Code § 26205.1
3.14.3 (Purchasing Agent)	Accepted bids & proposals for services, supplies & equipment received by Purchasing Agent.	Four years have elapsed since completion of the project or contract.	4 years after completion of project or contract.	CCP § 337
3.14.4 (Purchasing Agent)	Contracts for the construction of County buildings.	The building to which the records apply has been completed for over 10 years.	10 years.	Govt. Code, § 26205.1; CCP § 337.15
3.15.1 (Recorder)	Federal tax liens, together with any release of such lien.	More than eight years have elapsed since the lien was filed and all unreleased liens are reproduced.	8 years IF all unreleased liens are reproduced.	Govt. Code § 27206



3.15.2 (Recorder)	Papers and record books created under Land Title Law.	The records have been reproduced in accordance with Gov't Code §26205.5. AND PROVIDED THAT any page which cannot be reproduced on film with full legibility is permanently preserved.	Until reproduced in accordance with Gov't Code § 26205.5. AND PROVIDED THAT any page which cannot be reproduced on film with full legibility must be permanently preserved.	Govt. Code §§ 27207; 26205.5
3.15.3 (Recorder)	Any or all filed papers or record books created by handwriting, typing on printed forms, typewriting or photographic methods.	The records have been reproduced in accordance with Govt' Code § 26205.5 AND PROVIDED THAT any page which cannot be reproduced on film with full legibility is permanently preserved.	Until reproduced in accordance with Gov't Code § 26205.5. AND PROVIDED THAT any page which cannot be reproduced on film with full legibility must be permanently preserved.	Govt. Code § 26205.5
3.15.4 (Recorder)	Any original document left for recording.	Documents are undeliverable by mail and uncalled for for at least ten years after the date of recording. OR Documents have been reproduced & are undeliverable by mail & uncalled on for at least two years.	10 years (if undeliverable and uncalled for during that time). OR 2 years (if reproduced and undeliverable and uncalled for during that time).	Govt. Code § 26205.6
3.15.5 (Recorder)	Any notice of completion of any building or improvement, and the contract, plans, specifications and bond under which the work was done.	Five years have elapsed from the date of filing in the Recorder's office AND the Recorder has not been notified in writing to retain them by someone claiming interest under the contract or in the property affected. OR Two years have elapsed and the Recorder has returned the documents to the person who filed them, and the Recorder has not been notified in writing to retain them by someone claiming interest under the contract or in the property affected in either case.	5 years (if not returned to filer) UNLESS notified in writing to retain them by someone claiming interest under the contract or in the property affected. OR 2 years (if returned to filer) UNLESS notified in writing to retain them by someone claiming interest under the contract or in the property affected.	Govt. Code § 27205
3.15.6 (Recorder)	Temporary Index sheets prepared by key punch or printing machine.	Permanent indexes have been completed from same key punch cards.	Must be retained until permanent indexes are completed from same key punch cards.	Govt. Code § 27265

3.15.7 (Recorder)	State highway construction plans and right of way maps.	Document has been microfilmed.	Can be destroyed at any time provided document has been microfilmed.	Streets & Highways Code §§ 128, 129
3.16.1 (Registrar of Voters)	Cancelled original affidavits of registration.	Five years have elapsed since cancellation. OR The first general election has taken place since such cancellation and the affidavits are reproduced.	5 years. OR After the first general election has taken place since cancellation (if reproduced).	Elections Code § 17000
3.16.2 (Registrar of Voters)	Index to affidavits of registration described in EC § 2183.	Five years have elapsed since the date of the registration.	5 years.	Elections Code § 17000
3.16.3 (Registrar of Voters)	Index of voters from previous statewide general election.	Five years have elapsed since the date of the election. OR Record has been reproduced.	5 years. OR Until next subsequent general election IF record has been reproduced.	Elections Code §§ 2191; 17300
3.16.4 (Registrar of Voters)	For Federal & State or local elections: Packages with the following ballots & envelopes: Voted polling place ballots; Paper record; copies (see EC § 19271) of voted polling place ballots; Voted VBM ballots; VBM id envelopes; Voted provisional voter ballots; Provisional ballot voter id envelopes; Spoiled ballots; Canceled ballots; Unused VBM ballots surrendered by voter pursuant to EC§ 3015; Ballot receipts.	The record has remained unopened & unaltered and the designated time period ( <u>22 months past a federal election &amp; 6 months past a state or local election</u> ) has elapsed since the declaration of the result of the election by the body canvassing the returns AND no contest to said election or criminal action involving fraudulent use, marking or falsification of ballots or forgery of absent voters' signatures has been commenced within said time period.	Federal Election: 22 months.  State or Local Election: 6 months  Cannot be destroyed if a contest to election has arisen or criminal action involving fraudulent use, marking or falsification of ballots or forgery of absent voters' signatures has commenced within the said period of time.	Elections Code §§ 17301-17306
3.16.5 (Registrar of Voters)	Nomination papers.	Four years have elapsed since the expiration of the term for which the papers were filed; and there is no pending investigation, action or proceeding.	4 years (if no pending investigation, action or proceeding).	Elections Code § 17100

3.16.6 (Registrar of Voters)	Initiative and referendum petitions.	Eight months have elapsed since the certification of the results of the election for which the petition qualified OR If the measure is not submitted to the voters, eight months have elapsed since the final examination of the petition by the elections official.  Cannot be destroyed if the petition is evidence in any action or proceeding then pending or if there has been a written request to preserve the petitions for an ongoing or pending investigation.	8 months after the certification of the results of the election for which the petition qualified OR If the measure is not submitted to the voters, 8 months have elapsed since the final examination of the petition by the elections official.  Cannot be destroyed if the petition is evidence in any action or proceeding then pending or if there has been a written request to preserve the petitions for an ongoing or pending investigation.	Elections Code § 17200
3.16.7 (Registrar of Voters)	Statements of organization, registration statements, and original campaign statements of persons holding elective state office, candidates for any such office, committees supporting any such officeholder or candidate, and committees supporting or opposing statewide measures.	Retain permanently. OR Two years have elapsed since record was filed AND the record has been reproduced.	Permanently. OR 2 years after record was filed AND the record has been reproduced.	Govt. Code § 81009 (a), (g)
3.16.8 (Registrar of Voters)	Campaign statements of city council members, County supervisors, candidates for any of these offices, and committees supporting any officeholder or candidate.	If elected: Retain permanently. OR Two years have elapsed since record was filed AND record has been reproduced.  If not elected: Five years or more have elapsed since record was filed.	If elected: Retain permanently. OR 2 years from date record was filed AND record has been reproduced.  If not elected: 5 years or more have elapsed since record was filed.	Govt. Code § 81009(b), (g)

3.16.9 (Registrar of Voters)	Campaign Statements - all other persons for all other offices not otherwise specified.	Seven years have elapsed since record was filed. OR Two years have elapsed since record was filed AND record has been reproduced.	7 years. OR 2 years from date record was filed AND the record has been reproduced.	Govt. Code § 81009(c), (g)
3.16.10 (Registrar of Voters)	Statements of Economic Interest of persons holding statewide elective office.	Retain permanently. OR Two years have elapsed since record was filed AND record has been reproduced.	Permanently. OR 2 years from date record was filed AND record has been reproduced.	Govt. Code § 81009(d), (g).
3.16.11 (Registrar of Voters)	Statements of Economic Interest - Supervisors, DA, County Counsel, Treasurer, CAO, Planning Commissioners - all other County filers.	Seven years have elapsed since record was filed. OR Two years have elapsed since record was filed AND record has been reproduced.	7 years. OR 2 years from date record was filed AND record has been reproduced.	Govt. Code § 81009 (e), (g)
3.16.12 (Registrar of Voters)	Copies of reports or statements relating to the Political Reform Act.	Four years have elapsed since record was filed. OR Two have lapsed since record was filed AND the record has been reproduced.	4 years. OR 2 years from date record was filed AND record has been reproduced	Govt. Code § 81009 (f), (g)
3.16.13 (Registrar of Voters)	Recall petitions NOT for state officer.	Preserve all recall petitions filed for eight months after the results of the election for which the petition qualified, or, if no election is held, eight months after the elections official's final examination of the petition. Thereafter, the petition shall be destroyed as soon as practicable, unless it is in evidence in some action or proceeding then pending or unless the elections official has received a written request from the Attorney General, the Secretary of State, the Fair Political Practices Commission, a district attorney, a grand jury, or the governing body of a County, city and County, city, or school district, including a school district, that the petition be preserved for use in a pending or ongoing investigation.	8 months after the results of the election for which the petition qualified for. OR 8 months after the election official's final examination of the petition. Thereafter, the petition shall be destroyed as soon as practicable, unless it is in evidence in some action or proceeding then pending or unless a written request is received from specified entities or officials.	Elections Code § 17400

3.16.14 (Registrar of Voters)	Records reflecting appointment of precinct officials, including Precinct officers' declaration of intention, Precinct board member apps., nominations & orders appointing precinct boards & polling place assignments. Records of Vote by mail ballot applications.	The designated time period ( <u>22 months past a federal election &amp; 6 months past a state or local election</u> ) has elapsed since the date of the election.	Federal Election: 22 months  State or Local Election: 6 months.	Elections Code §§ 17502-17505
3.16.15 (Registrar of Voters)	List of new resident voters.	22 months has elapsed since the date of the election.	22 months.	Elections Code § 17506
3.16.16 (Registrar of Voters)	Applications for Voter Registration Information.	Five years have elapsed from the date of the application.	5 years.	Elections Code § 2188
3.16.17 (Registrar of Voters)	Roster of Voters, Combined Roster of Voters, Indexes (as provided for in EC § 14109).	Five years have elapsed since the date of the election. OR Record has been reproduced	5 years. OR Until next subsequent general election IF record has been reproduced.	Elections Code § 17300
3.17.1 (Risk Mgmt)	Insurance Policies.	Current or old.	Permanent.  Any destruction of insurance policy requires approval of Risk Manager, County Counsel and BOS.	
3.17.2 (Risk Mgmt)	Operational Files	Information needed to administer County self-insurance programs including: cert of insurance letters, costs allocation plans, actuary studies, insurance renewal data, CAL OSHA 200 logs, OSHA surveys, annual State of CA Workers Comp report, loss runs, structures and contents values, incident reports, subrogation recoveries and other information filed by category of insurance coverage.	Permanent.	

3.17.3 (Risk Mgmt)	General Liability Claim Files	Civil claims against the County seeking monetary damages.	Permanent.	
3.17.4 (Risk Mgmt)	Workers' Comp Claim Files	On the job injury claims. Includes employee claims, employers report of occupational injury or illness, medical reports, legal correspondence, Appeal's Board findings and awards and other information relevant to the injury claim. All information is filed chronologically.	Permanent.	
3.17.5 (Risk Mgmt)	Community Center Use Agreements	4 years have elapsed since the date the record was created and the record is not the subject of any litigation, claim, negotiation or other such action.	4 years provided the records are not the subject of any litigation, claim, negotiation or other action.	Govt. Code § 26202
3.17.6 (Risk Mgmt)	Film & Special Event permits & corresponding applications.	4 years have elapsed since the date the record was created and the record is not the subject of any litigation, claim or negotiation.	4 years provided the records are not the subject of any litigation, claim, negotiation or other action.	Govt. Code § 26202
3.18.1 (Sheriff)	Please refer to Mono County Resolutions Nos. 97-62 and 08-01.			
3.19.1 (Social Services)	Records pertaining to health care services rendered under Medi-Cal or any other health care program administered by the department or its agents/contractors, including services rendered, recipient of services, date of service & any additional information legally required to be kept.	The recipient has not rec'd any public assistance from the County for a period of three years. OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed).  * Cannot be destroyed until audit findings have been resolved.  * Cannot be destroyed if another statute requires a longer retention period.  * Records shall be retained beyond the 3-year period when the County is notified by the department or the State Department of Health Services, whichever has	3 years from the date final expenditure report submitted (for the last service provided). OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed).  * Cannot be destroyed until audit findings have been resolved.  * Cannot be destroyed if another statute requires a longer retention period.  * Records shall be retained beyond the 3-year period when the County is notified by the department or the State Department of Health Services, whichever has jurisdiction over the records, to retain records for a longer period of time, including for civil or criminal action.	WIC §§ 10851.14124.1

		jurisdiction over the records, to retain records for a longer period of time, including for civil or criminal action.		
3.19.2 (Social Services)	Narrative portions of a case record pertaining to health care services rendered under Medi-Cal or any other health care program administered by the department or its agents/contractors, including services rendered, recipient of services, date of service and any other information legally required to be kept.	The recipient has not rec'd any public assistance from the County for a period of three years. OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed).  * Narrative portions can only be destroyed AFTER audit by the department or State Department of Health Services, whichever has jurisdiction. AND only if no criminal or civil action is pending.	3 years from the date final expenditure report submitted (for the last service provided). OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed).  * Narrative portions can only be destroyed AFTER audit by the department or State Department of Health Services, whichever has jurisdiction. AND only if no criminal or civil action is pending.	WIC §§ 10851.14124.1
3.19.3 (Social Services)	Fiscal, statistical and other records necessary for maintaining accountability and meeting reporting requirements relating to the administration of public social services.	Three years have elapsed since the date of the final expenditure report. OR Record has been reproduced and is stored electronically.  Cannot be destroyed if Audit findings have not been resolved.	3 years from date final expenditure report submitted. OR Immediately upon reproduction and electronic storage (and then after 3 years can be destroyed).  Cannot be destroyed if Audit findings have not been resolved.	WIC §§ 10851 (c),(f) 14124.1
3.20.1 (Treasurer/ Tax Collector)	Redemption certificates.	12 years have elapsed since receipt. OR Records have been reproduced in accordance with Gov't Code § 26205 (and will be maintained for 12 years).	12 years. OR Immediately provided the records have been reproduced in accordance with Gov't Code § 26205 (and will be retained for 12 years, after which time the reproduction may be destroyed).	R&T Code § 4107
3.20.2 (Treasurer/ Tax Collector)	Delinquent tax rolls and the original secured rolls on which they are based.	12 years have elapsed since receipt OR The abstract list has been certified as correct and complete by the Auditor and a reproduction has been made in accordance with Gov't Code § 26205 (and will be maintained for 12 years).	12 years. OR Immediately provided the records have been reproduced in accordance with Gov't Code § 26205 (and will be retained for 12 years, after which time the reproduction may be destroyed).	R&T Code § 4377

3.20.3 (Treasurer/ Tax Collector)	Abstract lists of the tax rolls (prepared under § 4373 of the R&T Code).	Two years have elapsed since the time the lien has been removed.	2 years.	R&T Code § 4377
3.20.4 (Treasurer/ Tax Collector)	Any original unsecured tax roll containing the information set forth in the delinquent roll or abstract list.	The abstract list has been certified as correct and complete by the Auditor and a reproduction has been made in accordance with Gov't Code § 26205 (and will be maintained for 5 years).	5 years. OR Immediately provided and the records have been reproduced in accordance with Gov't Code § 26205 (and will be retained for 5 years, after which time the reproduction may be destroyed).	R&T Code § 2928
3.20.5 (Treasurer/ Tax Collector)	Tax Rolls.	Two years after the last current item has been recorded thereon IF the records are reproduced & a copy of the reproduction is permanently retained.	2 years after last current item has been recorded (IF reproduced and reproduction is permanently retained).	Govt. Code § 26908
3.20.6 (Treasurer/ Tax Collector)	Certificates of deposit from the County Auditor.	The certificates have been filed for more than five years. OR The certificate has been filed for more than one year, and it has been reproduced in accordance with Gov't Code § 27001(b), the reproduced record is conveniently accessible & a provision is made for preserving, examining & using the same.	5 years. OR 1 year (if record is reproduced in accordance with Gov't Code § 27001(b), the reproduced record is conveniently accessible & a provision is made for preserving, examining & using the same.	Govt. Code § 27001
3.20.7 (Treasurer/ Tax Collector)	Bonds & interest coupons (County). See section 3.2.3 for school & special district bonds.	The bonds or any and all coupons pertaining thereto have been paid or canceled.	Upon payment or cancellation.	Govt. Code § 53921

**ARTICLE IV**

The records of special districts for which the board of supervisors is the governing body shall be destroyed in compliance with Government Code sections 60200, et seq.

**ARTICLE V**

This policy may be amended from time to time by additions, deletions, or amendments thereto by further resolution of the Board of Supervisors which shall be made with specific reference hereto and all of the provisions hereof not otherwise modified shall remain in full force and effect.





## **Mono County Record Retention and Destruction Policy**

Adopted May 10, 2020

### **ARTICLE I CONDITIONS FOR DESTRUCTION APPLICABLE TO ALL RECORDS**

**Section 1.0.1.** The County officer authorizing destruction or disposition must determine that the record has no further administrative value.

**Section 1.0.2.** All records dated 1910 and earlier and all other records of possible historical significance which are not otherwise retained by the county as historically significant records shall be offered to local historical societies in Mono County and then to the State of California Historical Preservation Commission or other state historical societies for preservation for historical purposes. If the offer is refused or not acted upon within thirty (30) days, the records may be destroyed pursuant to this resolution. Alternatively to destruction, the records may be given to any member of the public.

**Section 1.0.3.** Where federal or state funds have been furnished, authority to destroy a record must be secured from the appropriate federal or state agency if the record is required to be retained by the terms of the agreement or law by which the funds have been furnished.

**Section 1.0.4.** Reproduction means preserved in any form of communication or representation, including optical, electronic, magnetic, micrographic, or photographic media or other technology capable of accurately producing or reproducing the original record, in accordance with regulations adopted by the California Secretary of State for the preservation and reproduction of the medium.

**Section 1.0.5.** Authorization or requirement for reproduction means:

- a) The device used to reproduce the record, paper, or document on film, optical disk, or any other medium is one which accurately reproduces the original in all details and which does not permit additions, deletions, or changes to the original document images.
- b) The reproduction is placed in conveniently accessible files, and provision is made for preserving, examining, and using the files, either permanently or for the stated time period.
- c) Every reproduction shall be deemed to be an original record and a transcript, exemplification, or certified copy of any reproduction shall be deemed to be a transcript, exemplification, or certified copy, as the case may be, of the original.

**Section 1.0.6.** The term "record" means and includes all official or non-official, non-judicial documents, papers, audio recordings, records, documents, books, and files in the custody of County officers.

**Section 1.0.7.** Authorization for destruction of a record after a term of years of retention as set forth herein does not require the destruction of any record at the end of any such term of years, and the record may be retained for a longer period for the convenience of the County officer.

**Section 1.0.8.** Records that are related to litigation (Litigation Hold), whether asserted, threatened, pending, or ongoing, shall not be destroyed until the litigation has terminated and/or in accordance with Article II of this resolution, whichever is later.

**Section 1.0.9.** The Resolutions, minutes, audio tape recordings and other similar documents of Mono County Boards, Commissions and Committees which are subject to the Brown Act are governed by Article III for the Clerk of the Board Section 3.4.

**Section 1.0.10.** Destruction of duplicate copies is authorized pursuant to Government Code § 26201.

**Section 1.0.11.** This Policy supersedes and replaces in entirety, Mono County Board of Supervisors' Resolution No. R01-04 Authorizing the Destruction of Certain District Attorney Office Records, Documents, Instruments, Books, and Papers Pursuant to Government Code section 26205.1 and Resolution No. R09-69 Authorizing the Destruction of Certain Clerk of the Board Records Pursuant to Government Code section 26202.

**ARTICLE II**

**DOCUMENTS AND SPECIAL CONDITIONS APPLICABLE TO ALL COUNTY OFFICERS IF THE RECORD IS NOT COVERED UNDER ARTICLE III (Board of Supervisors Approval Not Required Unless Otherwise Specified) (Govt. Code, §26205.1)**

<b>Section</b>	<b>Description of Record(s)</b>	<b>Conditions</b>	<b>Retention</b>	<b>Citation</b>
2.1.1	DUPLICATE copies of documents WITH THE EXCEPTION of duplicate copies of the deposit permits or deposit receipts retained by the Clerk/Auditor/Controller at the time of issuance thereof and copies of inventories required by Section 24051 of the Government Code which the officer must retain for five years and deliver to the successor in office.	The original or a permanent reproduction is in the files of any officer or department of this County.	Immediately IF original is preserved.	Govt. Code § 26201
2.1.2	Records which were not prepared or received pursuant to state statute or county ordinance, and not required by law to be filed and preserved, including but not necessarily limited to the following: documents, forms or records made as supporting data for reports; resumes or other records whether or not the data is actually included in such report, resume or other record; time sheets, individual	The records are over two years old. No copy need be retained.	2 years.	Govt. Code § 26205.1(b)

	overtime slips and other records kept in support of payrolls by departments other than the Auditor's office (see section 3.2.9 and 3.2.10 for payrolls records pertaining to Auditor); automobile mileage reports; forms developed and maintained for departmental use only; letters or other records of requests from the public for information only and replies thereto; information compiled or collected for statistical reports or budget preparation and like records.			
2.1.3	Records which were prepared pursuant to state statute or County ordinance, but not expressly required by law to be filed and preserved and not otherwise addressed in Article III.	The records are over two years old. Requires 4/5th vote of the BOS, finding records are no longer needed for County purposes. No copy need be retained.	2 years from date record was created.  *NOTE: any record which falls under this category and is not expressly mentioned in Article III will need to be brought to the Board separately and destruction will need to be approved by a 4/5 <sup>th</sup> vote.	Govt. Code § 26202
2.1.4	Records which are expressly required by law to be filed and preserved.	Hard copy record may not be destroyed unless accurately reproduced in a format that preserves all details and does not permit additions, deletions, or changes to the original document images and the reproduction is placed in conveniently accessible files, and provision is made for preserving, examining and using the files on a permanent basis.	Permanent (hardcopy or the reproduction).	Govt. Code § 26205.1
2.1.5	Recordings of routine video monitoring, by a video or electronic imaging systems designed to record the regular and ongoing operations of the department, including mobile in-car video systems, jail observation and monitoring systems, and building security taping systems.	Recordings have been kept for 1 year.	1 year.	Govt. Code § 26202.6

2.1.6	Recordings of the routine daily recording of telephone communications to and from a county and maintained by the Department. (Does not include voicemail).	Recordings have been kept for 100 days and written approval of County Counsel has been obtained. 100 days.	100 days. (Requires County Counsel approval).	Govt. Code § 26202.6
2.1.7	Inventories filed by county officers or persons in charge of any office, department, service or institution of the County and the executive head of special districts whose affairs and funds are under supervision and control of the BOS or for which the board is ex officio.	Have been on file for more than five years. OR Document has been reproduced in accordance with section 26205.1.	5 years. OR Until reproduced in accordance with Section 26205.1.	Govt. Code §§ 24051, 26205.1
2.1.8	Original deeds granting property to Mono County or any special district governed by the BOS.	Do not destroy under any circumstances.	Permanent.	
2.1.9	Voicemails (including voicemails forwarded to email).		No retention necessary	

### ARTICLE III

#### DOCUMENTS AND SPECIAL CONDITIONS APPLICABLE TO SPECIFIC COUNTY DEPARTMENTS (Board of Supervisors Approval Not Required Unless Otherwise Specified) (Govt. Code, §26205.1)

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<b>Section</b>	<b>Description of Record(s)</b>	<b>Conditions</b>	<b>Retention/Destruction</b>	<b>Citation</b>
3.1.1 (Assessor)	Any document not otherwise specified, including but not limited to documents containing information obtained from taxpayers.	Six years have elapsed since lien date for the taxes or tax year for which the document or information was obtained. OR Document has been preserved and is retrievable pursuant to R&T §465.	6 years. OR Immediately if preserved in a medium that provides access to the documents.	R&T Code § 465
3.1.2 (Assessor)	Affidavits claiming an exemption, for the first time, pursuant to section 254.5, 257 and 277.	Six years have elapsed since the lien date of the tax year for which the exemption was last granted. AND Document has been preserved and is retrievable in accordance with R&T §465.	6 years. AND Document has been preserved and is retrievable in accordance with R&T §465.	R&T Code § 465
3.1.3 (Assessor)	Lot books.	The records are reproduced & placed in conveniently accessible files.	Until reproduced and reproductions are in publicly accessible files.	R&T Code § 1256; Govt. Code § 26205.1

3.2.1 (Auditor)	County, school or special district claims, warrants or any other paper issued as a warrant voucher.	The record is over five years old. OR The record has been reproduced in accordance with Gov't Code § 12168.7 & the reproduced records are in conveniently accessible files and kept for five years from the date of the document.	5 years. OR At any time after the record has been reproduced in accordance with Gov't Code § 12168.7 & the reproduced records are in conveniently accessible files and kept for 5 years from the date of the document.	Govt. Code § 26907
3.2.2 (Auditor)	The Index or Warrant Register.	The record is over five years old. OR A photographic record has been made of the record.	5 years. OR At any time after a photographic record has been made of the record. (An index or warrant register that is over 5 years old may be destroyed without being reproduced).	Govt. Code § 26907
3.2.3 (Auditor)	County, school or special district bonds or coupons.	Bonds or any and all coupons pertaining thereto have been paid or cancelled for not less than five years.	5 years after paid or canceled.	Govt. Code §§ 53921 & 26907.1
3.2.4 (Auditor)	Auditor's copies of County deposit permits.	The record is more than five years old.	5 years.	Govt. Code § 26907.2
3.2.5 (Auditor)	Statements & affidavits of salaried County officers regarding fees collected as required by Chapter 8 of the Government Code, commencing with § 24350.	The records are more than five years old. OR At any time after the records have been reproduced if the copy is kept and maintained for five years.	5 years. OR Until reproduced (copies must be kept for 5 years).	Govt. Code §§ 24356 and 26907
3.2.6 (Auditor)	Any original unsecured tax roll containing the information set forth in the delinquent roll or abstract list.	The record has been certified as correct and complete by the Auditor; a certified permanent record on a substitute media has been prepared in accordance with Gov't Code § 26205; and the substitute media will be retained for at least 5 years from the date of the creation of the original document.	5 years. OR Immediately once certified by the Auditor as correct and reproduced and maintained for 5 years in accordance with Gov't Code § 26205 (reproduction may be destroyed after five years).	R&T Code § 2928

3.2.7 (Auditor)	Fiscal, statistical & other records necessary for maintaining accountability & meeting reporting requirements related to the administration of public social services.	Three years have elapsed since the date of the final expenditure report. OR Record has been reproduced and is stored electronically.  Cannot be destroyed if Audit findings have not been resolved.	3 years from date final expenditure report submitted. OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed).  Cannot be destroyed if Audit findings have not been resolved.	WIC § 10851(c),(f)
3.2.8 (Auditor)	Statements of assets in Treasury.	Original quarterly and annual reports are filed with the Clerk and another copy of each is posted and maintained in the Auditor's office for at least one quarter.	At least 1 quarter after filing copy with the Clerk of the Board of Supervisors.	Govt. Code §§ 26920, 26922
3.2.9 (Auditor)	All records used to support payroll transactions.	6 years have elapsed since the close of the calendar year in which the final payment is made.	6 years after the end of the calendar year in which the record was created.	Govt. Code § 26202
3.2.10 (Auditor)	Payroll Masters – Year-end report for all yearly payroll activity for all departments.	10 years have elapsed since the end of the calendar year in which the record was created.	10 years after the end of the calendar year in which the record was created.	Govt. Code § 26202
3.3.1 (Behavioral Health)	Records, including narrative portions of the records, pertaining to health care services rendered under Medi-Cal or any other health care program administered by the department or its agents/contractors, including services rendered, recipient of services, date of service & any additional information legally required to be kept.	10 years have passed from the final date of the contract period between the plan and the provider, from the date of completion of any audit, or from the date the service was rendered, whichever is later. OR Immediately upon reproduction and electronic storage (and then after 10 years have passed from the final date of the contract period, from the date of completion of any audit or from the date the service was rendered, whichever is later, can be destroyed).  * Cannot be destroyed if another statute requires a longer retention period.	10 years from the final date of the contract period between the plan and the provider, from the date of completion of any audit, or from the date the service was rendered, whichever is later, in accordance with Section 438.3(u) of Title 42 of the Code of Federal Regulations. OR Immediately upon reproduction and electronic storage (and then after 10 years have passed from the final date of the contract period, from the date of completion of any audit or from the date the service was rendered, whichever is later, can be destroyed).  * Cannot be destroyed if another statute requires a longer retention period.  * Records shall be retained beyond the 10-year period when the Department is notified by the	WIC § 14124.1; 42 CFR §438.3

		* Records shall be retained beyond the 10-year period when the Department is notified by the County or the State Department of Health and Human Services, whichever has jurisdiction over the records, to retain records for a longer period of time, including for civil or criminal action.	County or the State Department of Health and Human Services, whichever has jurisdiction over the records, to retain records for a longer period of time, including for civil or criminal action.	
3.3.3 (Behavioral Health)	Patient/Client health service records, kept by a licensed psychologist, professional clinical counselor, licensed clinical social worker or a marriage & family therapist.	If the records pertain to a client whose therapy has terminated on or after January 1, 2015 and 10 years have elapsed since the date the client/patient last received therapy services or treatment and any audits have been completed. OR If the client/patient is an unemancipated minor when services were rendered, the file must be kept at least for 10 years after the minor turns 18.	10 years after the date the client last received services or treatment and any audits have been completed. OR If the client/patient was an unemancipated minor when services were rendered, the file must be kept at least 10 years after minor turns 18.  *This retention period applies only to the records of a client or patient whose therapy is terminated on or after January 1, 2015.  *Records may be retained in either electronic or written format.	22 CCR § 77143  H&S Code § 123145  Bus. & Prof. Code §§ 2919, 4980.49; 4989.51, 4993,4999.75.
3.3.4 (Behavioral Health)	Fiscal, statistical and other records necessary for maintaining accountability and meeting reporting requirements relating to the administration of public services.	Three years have elapsed since the date of the final expenditure report. OR Record has been reproduced and is stored electronically.  Cannot be destroyed if Audit findings have not been resolved.	3 years from date final expenditure report submitted. OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed).  Cannot be destroyed if Audit findings have not been resolved.	WIC § 10851(c),(f)
3.3.5 (Behavioral Health)	DUI participant case files	48 months have elapsed since one of the following and: Individual has been transferred to another DUI program; Individual has been dismissed from the program; OR Notice of Completion Certificate has been issued.	48 months have elapsed since one of the following: Individual has been transferred to another DUI program; Individual has been dismissed from the program; OR Notice of Completion Certificate has been issued.	9 CCR § 9866
3.4.1 (Clerk of the Board)	Contracts & original specifications of County buildings.	The building to which the records apply has been completed for over ten years.	10 years.	Govt. Code §§25101, 26202; CCP §337.15



3.4.2 (Clerk of the Board)	Resolution Books; Minute Books; Ordinance Books; Board agendas & packets; records and accounts of supervisors.	Permanent. (Can be reproduced and retained electronically)	Permanent. (Can be reproduced and retained electronically).	Govt Code §§ 25102, 25102.1, 25104, 25105
3.4.3 (Clerk of the Board)	Contracts and agreements not relating to public improvements.	Four years has elapsed since the expiration of term and no legal action pending.	4 years after term ends (if no legal action pending).	Govt. Code § 26202, CCP § 337
3.4.4 (Clerk of the Board)	Assessment Appeals Board files.	Five years have elapsed since final AAB action and no legal action is pending involving the application. OR Records have been reproduced & three years have elapsed.	5 years after final AAB action (if no legal action pending). OR 3 years (if reproduced).	Govt. Code § 25105.5
3.4.5 (Clerk of the Board)	Audio or video recordings of official proceedings of a public body subject to the Brown Act.	Two years have elapsed since the date of the recording.	Indefinitely.	Govt. Code § 54953.5
3.4.6 (Clerk of the Board)	Claims against County or special district for which the Board of Supervisors is the governing body.	Five years have elapsed since final Board action and no legal action is pending involving the application.	5 years (if no legal action pending).	Govt. Code § 25105.5
3.4.7 (Clerk of the Board)	Correspondence received (not requiring action).	2 years have elapsed since receipt of correspondence.	2 years.	Govt. Code § 26202
3.4.8 (Clerk of the Board)	Any document containing information obtained from taxpayers.	Six years have elapsed since lien date for the taxes for which the information was obtained. OR Three years have elapsed since such lien date and the records are reproduced.	6 years. OR 3 years if reproduced.	Rev. & Tax Code §§ 465
3.5.1 (Community Development)	Building Permits	Kept for the life of the building or reproduction has been made and is accessible and reproduction is kept for life of building.	Life of the building. OR May be destroyed at any time provided a reproduction is made and retained. Reproduction must be kept for the life of the building.	H&S Code §19850; Govt Code § 26205

3.5.2 (Community Development)	Zoning Maps or Maps referencing Land Use Designations.	May not be destroyed unless reproduced and the reproduction is placed in conveniently accessible files, and provision is made for preserving, examining and using the files on a permanent basis.	Permanent. OR Until reproduced and the reproduction is in conveniently accessible files and available for use on a permanent basis.	Govt. Code § 26205.1
3.5.3 (Community Development)	Environmental Documents (CEQA) including: Initial Study Negative Decs. EIR's Technical Studies	May not be destroyed unless reproduced and the reproduction is placed in conveniently accessible files, and provision is made for preserving, examining and using the files on a permanent basis.	Permanent. OR Until reproduced and the reproduction is in conveniently accessible files and available for use on a permanent basis	Govt. Code § 26205.1
3.6.1 (Coroner)	The official file for each deceased person required by Gov't Code § 27463.	The Coroner's investigation is completed, the case is closed, and the record is reproduced and placed in conveniently accessible files.	Until reproduced and placed in conveniently accessible files (after investigation completed and case closed).	Govt. Code § 27463.5
3.6.2 (Coroner)	Blood and urine samples from persons killed as result of motor vehicle accident.	Detailed medical findings resulting from chemical examinations must be reduced to writing or permanently preserved on recording disks or similar recording media.	Permanent.	Govt. Code § 27491.25
3.7.1 (County Clerk)	Fictitious business name statement.	The statements have expired and four years have elapsed since the expiration.	4 years after expiration.	Bus. & Prof. Code § 17927(a)
3.7.2 (County Clerk)	Statements of abandonment of fictitious business name or withdrawal from partnership operation under fictitious business name and proof of publication.	At the same time the fictitious business name statement to which it relates is destroyed.	Until fictitious business name statement is destroyed.	Bus. & Prof. Code §§ 17927 (a) & 17927(b)
3.7.3 (County Clerk)	Official Oath filed by a Notary Public.	One year has elapsed since the expiration of the term of the commission for which the oath was taken.	1 year after expiration of the commission for which the oath was taken.	Govt. Code § 8213

3.7.4 (County Clerk)	All public papers of any Notary Public who dies, resigns, is disqualified, removed from office, or allows his commission to expire without reappointment within 30 days.	More than ten years have elapsed since records were deposited, no request for or reference to such records has been made, and an order of the court is first obtained.	10 years (if court order obtained and no request for/reference to records have been made).	Govt. Code § 8209
3.7.5 (County Clerk)	Certificates of Confidential Marriages.	After one year if reproduced.	1 year (if reproduced).	Family Code § 511
3.7.6 (County Clerk)	Grand Jury Reports and Responses.	Permanent record. Do not destroy.	Permanent.	Penal Code § 933(c)
3.7.7 (County Clerk)	Statements of Cash in Treasury (filed with Clerk by Auditor)		2 years.	Govt. Code §§ 26920, 26922, 26205.1
3.7.8 (County Clerk)	Deputy Oath.	5 years have elapsed since the date of revocation of the appointment of the deputy.	5 years after the date of revocation of appointment. (No reproduction need be made or preserved).	Govt. Code §§ 24102 (a),(d)
3.7.9 (County Clerk)	Process Server's Certificate of Registration.	The certificate of registration has been kept for three years past the expiration date of the certificate.	The cert. of registration retained for 3 years following the expiration date of the cert., after which the cert. may be destroyed if scanned or if the conditions in Gov. Code § 26205.1 are met. If cert. is scanned, the image shall be retained for 10 years, after which time that image may be destroyed and no reproduction thereof need be made or preserved.	Bus. & Prof. Code § 22351(c)
3.7.10 (County Clerk)	Professional Photocopier application for registration.	The application for registration has been kept for a period of three years past the expiration date.	Application for registration shall be retained for 3 years past its expiration date, after which time it may be destroyed if it is scanned or if the conditions in Gov. Code 26205.1 are met. If it is scanned, the scanned image shall be retained for 10 years. After which time image may be destroyed & no reproduction need preserved.	Bus. & Prof. Code § 22452(c)

3.7.11 (County Clerk)	Unlawful Detainer Assistants & Legal Document Assistants application for registration.	The application for registration has been kept for a period of three years following the expiration date of the application.	The County clerk shall retain the application for a period of 3 years following the expiration date of the application, after which time the application may be destroyed if it is scanned or if the conditions specified in Gov. Code 26205.1 are met. If the application is scanned, the scanned image shall be retained for a period of 10 years, after which that image may be destroyed and no reproduction need be made or preserved.	Bus. & Prof. Code § 6403(e)
3.7.12 (County Clerk)	Vital Records: Applications (Includes requestor & registrant information for requests for vital records.)	The application has been kept for a period of two years after receipt by the County.	2 years.	Govt. Code § 26202
3.8.1 (County Counsel)	Assessment Appeal Files (e.g., records for appeals of property tax amount, including owner's appeal, BOE decisions or findings, attorney notes, etc.).	Six years have elapsed since matter was closed.	6 years.	Code of Civil Proc. §§338, 341, et seq.; Govt. Code §25205; R&T Code §465
3.8.2 (County Counsel)	Bail Bond Motion Files (e.g., records of bail summary judgments, receipt of payments, proof of transfer of funds to court, attorney notes, etc.).	Two years have elapsed since matter was closed.	2 years.	PC § 1305 Govt. Code § 26205.1
3.8.3 (County Counsel)	Code Enforcement or Admin Appeal Hearing Case Files (e.g., petitions, orders, notices, pictures, attorney notes, etc.).	Five years have elapsed since matter was closed.	5 years.	Govt. Code § 26205.1

3.8.4 (County Counsel)	Human Resources Case Files (e.g., grievances, writs, disciplinary actions, federal or state litigation matters, attorney notes, etc.).	10 years have elapsed since matter was closed or since separation from the County services (whichever is later).	10 years after matter is closed or separation from County (whichever is later).	Govt. Code §§ 12946, 26205.1
3.8.5 (County Counsel)	Juv. Dependency Case Files (e.g., petitions filed pursuant to WIC, birth certificates, notices, citations, orders, social worker reports, ex parties, court reports, parent locator discovery reports, ICWA documents, minute orders, paternity tests, attorney notes, etc.).	Matter is closed + child reaches 28 years of age.	File shall be retained until the child reaches 28 years old.	Govt. Code § 68152(g); WIC § 826(a)
3.8.6 (County Counsel)	Litigation Case Files (e.g., records related to County action in civil and criminal cases or actions involving property such as eminent domain, including briefs, court proceedings, pleadings, investigative materials, petitions, notices, attorney notes, etc.).	Ten years have elapsed since matter was closed.	10 years.	Govt. Code § 26205.1
3.8.7 (County Counsel)	Conservatorship Case Files (e.g., records related to LPS or Probate conservatorship matters, including petitions, accountings, correspondence, court orders, letters of conservatorship, attorney notes, etc.).	Five years have elapsed since the matter was closed.	5 years.	CCP §§338, 337 et seq.; Govt. Code §§ 945, 25105.5; PC §832.5

3.8.8 (County Counsel)	County Department/District files (e.g., correspondence, memoranda, research, etc.).	Five years have elapsed since matter was closed.	5 years.	Govt. Code § 26205.1
3.9.1 (District Attorney)	Crime and supplemental reports, complaints, and files.	10 years has elapsed since record or file has been closed or adjudicated; it does not relate to an unadjudicated crime; it does not relate to unserved warrants; it does not relate to a criminal death case; and it is not presently the subject of either civil or criminal litigation.	10 years after close or adjudication of case provided record is not related to an unadjudicated crime, unserved warrant, criminal death case, and is not presently the subject of either civil or criminal litigation.	Govt. Code § 26205.1
3.9.2 (District Attorney)	Miscellaneous noncriminal reports.	3 years have elapsed since the record or file has been closed.	3 years.	
3.10.1 (Human Resources)	Any personnel or employment record or file made or kept by County (including but not limited to requests for reasonable accommodation application forms submitted by applicants & other records having to do with hiring, promotion, demotion, transfer, layoff, or termination, rates of pay or other terms of compensation & selection for training).	<u>Seven</u> years have elapsed since the date of the making of the record or the personnel action involved.	Record shall be preserved for a period of <u>2-7</u> years from the date of the making of the record or the personnel action involved, whichever occurs later.	Title 29, Chpt XIV, § 1602.31 CFR; Govt. Code §12946
3.10.2 (Human Resources)	Terminated Employee Files.	Seven years have elapsed since the end of employment.	7 years.	Title 29, Chpt XIV, § 1602.31 CFR; Govt. Code §12946
3.10.3 (Human Resources)	EE0-4 Reports – annual report req'd by federal law.	<del>Three</del> <u>Seven</u> years have elapsed since the report was created.	<u>7</u> years.	Title 29, Chpt XIV, § 1602.30 CFR

3.10.4 (Human Resources)	MOU agreements negotiated between County & employee bargaining units.		Permanent.	
3.11.1 (Probation)	Records relating to individual minors.	Five years have elapsed since the termination of jurisdiction of the juvenile court over the minor.	5 years.	WIC § 826(a)
3.11.2 (Probation)	Records related to any person over 18.	Five years have elapsed since the termination of probation.	5 years.	Penal Code § 1203.10
3.12.1 (Public Health)	Rabies Control Records.	10 years have elapsed since the date record was created.	10 years.	Gov't Code § 26202
3.12.2 (Public Health)	X-ray photographs and case records taken with regard to tuberculosis.	The records are more than five years old and:  1. They do not show the existence of tuberculosis in the infectious stage;  2. The individual to whom the records pertain has been deceased more than two years, would be 102 years old according to date of birth as shown on the record; or  3. The person's place of residence has been unknown for over 10 years.	5 years (if the records do not show the existence of tuberculosis in the infectious stage; or the individual to whom the records pertain has been deceased more than two years, would be 102 years old according to date of birth as shown on the record; or the person's place of residence has been unknown for over 10 years).  * The records may be offered to a public or private medical library instead of being destroyed.	H&S Code § 123150
3.12.4 (Public Health)	Women, Infants & Children (WIC) program records.	Ten years have elapsed since the date of the final expenditure report for the period to which the report pertains.  * Cannot be destroyed if any litigation, claim, negotiation, audit or other action involving the records has been started before the end of the three-year period.  * If FNS deems any of the program records to be of historical interest, it may require the State or local agency to forward such records to FNS whenever either agency is disposing of them.	10 years after date of the final expenditure report for the period to which the report pertains.  * Cannot be destroyed if any litigation, claim, negotiation, audit or other action involving the records has been started before the end of the 3-year period.  * If FNS deems any of the program records to be of historical interest, it may require the State or local agency to forward such records to FNS whenever either agency is disposing of them.	7 CFR § 246.25

3.12.5 (Public Health)	Records pertaining to health care services rendered under CMAA, Medi-Cal or any other health care program administered by the department or its agents or contractors, including services rendered, recipient of services, date of service and any additional information required by law to be kept by said Department.	10 years have passed from the final date of the contract period between the plan and the provider, from the date of completion of any audit, or from the date the service was rendered, whichever is later. OR Immediately upon reproduction and electronic storage (and then after ten years can be destroyed).  * Cannot be destroyed if another statute requires a longer retention period.  * Records shall be retained beyond the 10-year period when the Department is notified by the County or the State Department of Health and Human Services, whichever has jurisdiction over the records, to retain records for a longer period of time, including for civil or criminal action.	10 years from the final date of the contract period between the plan and the provider, from the date of completion of any audit, or from the date the service was rendered, whichever is later, in accordance with Section 438.3(u) of Title 42 of the Code of Federal Regulations. OR Immediately upon reproduction and electronic storage (and then after 10 years can be destroyed).  * Cannot be destroyed if another statute requires a longer retention period.  * Records shall be retained beyond the 10-year period when the Department is notified by the County or the State Department of Health and Human Services, whichever has jurisdiction over the records, to retain records for a longer period of time, including for civil or criminal action.	WIC §§ 14124.1; 42 CFR §433.32, 438.3
3.12.7 (Public Health)	Fiscal, statistical and other records necessary for maintaining accountability and meeting reporting requirements relating to the administration of public services.	Three years have elapsed since the date of the final expenditure report. OR Record has been reproduced and is stored electronically.  Cannot be destroyed if Audit findings have not been resolved.	3 years from date final expenditure report submitted. OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed).  Cannot be destroyed if Audit findings have not been resolved.	WIC § 10851(c),(f); 42 CFR §433.32
3.12.8 (Public Health)	Water Test Records.	Five years have elapsed since the date record was created.	5 years.	40 CFR § 141.33(a)
3.12.9 (Public Health)	Records of chemical analyses made pursuant to 40 CFR § 141.33(a).	10 years have elapsed since the date the record was created.	10 years.	40 CFR § 141.33(a)
3.12.10 (Public Health)	Small water system files (made for each small water system under County jurisdiction pursuant to CCR § 64259) including	10 years have elapsed since the date the record was created.	10 years.	22 CCR § 64259



	permits & all corresponding technical reports, monitoring results, photos plans, historical data and correspondence.			
3.12.11 (Public Health)	Solid Waste records for disposal sites located with the jurisdiction of enforcing agency.		All files and their contents shall be retained by the enforcement agency for as long as a facility or disposal site physically exists.	14 CCR § 18020
3.13.1 (Public Works)	Traffic Collision Reports received from the California Highway Patrol.	Two years have elapsed since receipt of the records.	2 years.	Govt. Code § 26202
3.13.2 (Public Works)	Unaccepted bids or proposals for construction or installation of public works.	Two years have elapsed since receipt of the bid. Accepted bids should be filed with the contract.	2 years.	Govt. Code § 26202.1
3.14.1 (Purchasing Agent)	Written requisitions received by the Purchasing Agent.	Three years have elapsed since creation.	3 years.	Govt. Code § 25501.5
3.14.2 (Purchasing Agent)	Unaccepted bids & proposals for services, supplies & equipment received by Purchasing Agent.	Two years have elapsed since receipt of the record.	2 years.	Govt. Code § 26205.1
3.14.3 (Purchasing Agent)	Accepted bids & proposals for services, supplies & equipment received by Purchasing Agent.	Four years have elapsed since completion of the project or contract.	4 years after completion of project or contract.	CCP § 337
3.14.4 (Purchasing Agent)	Contracts for the construction of County buildings.	The building to which the records apply has been completed for over 10 years.	10 years.	Govt. Code, § 26205.1; CCP § 337.15
3.15.1 (Recorder)	Federal tax liens, together with any release of such lien.	More than eight years have elapsed since the lien was filed and all unreleased liens are reproduced.	8 years IF all unreleased liens are reproduced.	Govt. Code § 27206

3.15.2 (Recorder)	Papers and record books created under Land Title Law.	The records have been reproduced in accordance with Gov't Code §26205.5. AND PROVIDED THAT any page which cannot be reproduced on film with full legibility is permanently preserved.	Until reproduced in accordance with Gov't Code § 26205.5. AND PROVIDED THAT any page which cannot be reproduced on film with full legibility must be permanently preserved.	Govt. Code §§ 27207; 26205.5
3.15.3 (Recorder)	Any or all filed papers or record books created by handwriting, typing on printed forms, typewriting or photographic methods.	The records have been reproduced in accordance with Govt' Code § 26205.5 AND PROVIDED THAT any page which cannot be reproduced on film with full legibility is permanently preserved.	Until reproduced in accordance with Gov't Code § 26205.5. AND PROVIDED THAT any page which cannot be reproduced on film with full legibility must be permanently preserved.	Govt. Code § 26205.5
3.15.4 (Recorder)	Any original document left for recording.	Documents are undeliverable by mail and uncalled for for at least ten years after the date of recording. OR Documents have been reproduced & are undeliverable by mail & uncalled on for at least two years.	10 years (if undeliverable and uncalled for during that time). OR 2 years (if reproduced and undeliverable and uncalled for during that time).	Govt. Code § 26205.6
3.15.5 (Recorder)	Any notice of completion of any building or improvement, and the contract, plans, specifications and bond under which the work was done.	Five years have elapsed from the date of filing in the Recorder's office AND the Recorder has not been notified in writing to retain them by someone claiming interest under the contract or in the property affected. OR Two years have elapsed and the Recorder has returned the documents to the person who filed them, and the Recorder has not been notified in writing to retain them by someone claiming interest under the contract or in the property affected in either case.	5 years (if not returned to filer) UNLESS notified in writing to retain them by someone claiming interest under the contract or in the property affected. OR 2 years (if returned to filer) UNLESS notified in writing to retain them by someone claiming interest under the contract or in the property affected.	Govt. Code § 27205
3.15.6 (Recorder)	Temporary Index sheets prepared by key punch or printing machine.	Permanent indexes have been completed from same key punch cards.	Must be retained until permanent indexes are completed from same key punch cards.	Govt. Code § 27265

3.15.7 (Recorder)	State highway construction plans and right of way maps.	Document has been microfilmed.	Can be destroyed at any time provided document has been microfilmed.	Streets & Highways Code §§ 128, 129
3.16.1 (Registrar of Voters)	Cancelled original affidavits of registration.	Five years have elapsed since cancellation. OR The first general election has taken place since such cancellation and the affidavits are reproduced.	5 years. OR After the first general election has taken place since cancellation (if reproduced).	Elections Code § 17000
3.16.2 (Registrar of Voters)	Index to affidavits of registration described in EC § 2183.	Five years have elapsed since the date of the registration.	5 years.	Elections Code § 17000
3.16.3 (Registrar of Voters)	Index of voters from previous statewide general election.	Five years have elapsed since the date of the election. OR Record has been reproduced.	5 years. OR Until next subsequent general election IF record has been reproduced.	Elections Code §§ 2191; 17300
3.16.4 (Registrar of Voters)	For Federal & State or local elections: Packages with the following ballots & envelopes: Voted polling place ballots; Paper record; copies (see EC § 19271) of voted polling place ballots; Voted VBM ballots; VBM id envelopes; Voted provisional voter ballots; Provisional ballot voter id envelopes; Spoiled ballots; Canceled ballots; Unused VBM ballots surrendered by voter pursuant to EC§ 3015; Ballot receipts.	The record has remained unopened & unaltered and the designated time period ( <u>22 months past a federal election &amp; 6 months past a state or local election</u> ) has elapsed since the declaration of the result of the election by the body canvassing the returns AND no contest to said election or criminal action involving fraudulent use, marking or falsification of ballots or forgery of absent voters' signatures has been commenced within said time period.	Federal Election: 22 months.  State or Local Election: 6 months  Cannot be destroyed if a contest to election has arisen or criminal action involving fraudulent use, marking or falsification of ballots or forgery of absent voters' signatures has commenced within the said period of time.	Elections Code §§ 17301-17306
3.16.5 (Registrar of Voters)	Nomination papers.	Four years have elapsed since the expiration of the term for which the papers were filed; and there is no pending investigation, action or proceeding.	4 years (if no pending investigation, action or proceeding).	Elections Code § 17100

3.16.6 (Registrar of Voters)	Initiative and referendum petitions.	Eight months have elapsed since the certification of the results of the election for which the petition qualified OR If the measure is not submitted to the voters, eight months have elapsed since the final examination of the petition by the elections official.  Cannot be destroyed if the petition is evidence in any action or proceeding then pending or if there has been a written request to preserve the petitions for an ongoing or pending investigation.	8 months after the certification of the results of the election for which the petition qualified OR If the measure is not submitted to the voters, 8 months have elapsed since the final examination of the petition by the elections official.  Cannot be destroyed if the petition is evidence in any action or proceeding then pending or if there has been a written request to preserve the petitions for an ongoing or pending investigation.	Elections Code § 17200
3.16.7 (Registrar of Voters)	Statements of organization, registration statements, and original campaign statements of persons holding elective state office, candidates for any such office, committees supporting any such officeholder or candidate, and committees supporting or opposing statewide measures.	Retain permanently. OR Two years have elapsed since record was filed AND the record has been reproduced.	Permanently. OR 2 years after record was filed AND the record has been reproduced.	Govt. Code § 81009 (a), (g)
3.16.8 (Registrar of Voters)	Campaign statements of city council members, County supervisors, candidates for any of these offices, and committees supporting any officeholder or candidate.	If elected: Retain permanently. OR Two years have elapsed since record was filed AND record has been reproduced.  If not elected: Five years or more have elapsed since record was filed.	If elected: Retain permanently. OR 2 years from date record was filed AND record has been reproduced.  If not elected: 5 years or more have elapsed since record was filed.	Govt. Code § 81009(b), (g)

3.16.9 (Registrar of Voters)	Campaign Statements - all other persons for all other offices not otherwise specified.	Seven years have elapsed since record was filed. OR Two years have elapsed since record was filed AND record has been reproduced.	7 years. OR 2 years from date record was filed AND the record has been reproduced.	Govt. Code § 81009(c), (g)
3.16.10 (Registrar of Voters)	Statements of Economic Interest of persons holding statewide elective office.	Retain permanently. OR Two years have elapsed since record was filed AND record has been reproduced.	Permanently. OR 2 years from date record was filed AND record has been reproduced.	Govt. Code § 81009(d), (g).
3.16.11 (Registrar of Voters)	Statements of Economic Interest - Supervisors, DA, County Counsel, Treasurer, CAO, Planning Commissioners - all other County filers.	Seven years have elapsed since record was filed. OR Two years have elapsed since record was filed AND record has been reproduced.	7 years. OR 2 years from date record was filed AND record has been reproduced.	Govt. Code § 81009 (e), (g)
3.16.12 (Registrar of Voters)	Copies of reports or statements relating to the Political Reform Act.	Four years have elapsed since record was filed. OR Two have lapsed since record was filed AND the record has been reproduced.	4 years. OR 2 years from date record was filed AND record has been reproduced	Govt. Code § 81009 (f), (g)
3.16.13 (Registrar of Voters)	Recall petitions NOT for state officer.	Preserve all recall petitions filed for eight months after the results of the election for which the petition qualified, or, if no election is held, eight months after the elections official's final examination of the petition. Thereafter, the petition shall be destroyed as soon as practicable, unless it is in evidence in some action or proceeding then pending or unless the elections official has received a written request from the Attorney General, the Secretary of State, the Fair Political Practices Commission, a district attorney, a grand jury, or the governing body of a County, city and County, city, or school district, including a school district, that the petition be preserved for use in a pending or ongoing investigation.	8 months after the results of the election for which the petition qualified for. OR 8 months after the election official's final examination of the petition. Thereafter, the petition shall be destroyed as soon as practicable, unless it is in evidence in some action or proceeding then pending or unless a written request is received from specified entities or officials.	Elections Code § 17400

3.16.14 (Registrar of Voters)	Records reflecting appointment of precinct officials, including Precinct officers' declaration of intention, Precinct board member apps., nominations & orders appointing precinct boards & polling place assignments. Records of Vote by mail ballot applications.	The designated time period ( <u>22 months past a federal election &amp; 6 months past a state or local election</u> ) has elapsed since the date of the election.	Federal Election: 22 months  State or Local Election: 6 months.	Elections Code §§ 17502-17505
3.16.15 (Registrar of Voters)	List of new resident voters.	22 months has elapsed since the date of the election.	22 months.	Elections Code § 17506
3.16.16 (Registrar of Voters)	Applications for Voter Registration Information.	Five years have elapsed from the date of the application.	5 years.	Elections Code § 2188
3.16.17 (Registrar of Voters)	Roster of Voters, Combined Roster of Voters, Indexes (as provided for in EC § 14109).	Five years have elapsed since the date of the election. OR Record has been reproduced	5 years. OR Until next subsequent general election IF record has been reproduced.	Elections Code § 17300
3.17.1 (Risk Mgmt)	Insurance Policies.	Current or old.	Permanent.  Any destruction of insurance policy requires approval of Risk Manager, County Counsel and BOS.	
3.17.2 (Risk Mgmt)	Operational Files	Information needed to administer County self-insurance programs including: cert of insurance letters, costs allocation plans, actuary studies, insurance renewal data, CAL OSHA 200 logs, OSHA surveys, annual State of CA Workers Comp report, loss runs, structures and contents values, incident reports, subrogation recoveries and other information filed by category of insurance coverage.	Permanent.	

3.17.3 (Risk Mgmt)	General Liability Claim Files	Civil claims against the County seeking monetary damages.	Permanent.	
3.17.4 (Risk Mgmt)	Workers' Comp Claim Files	On the job injury claims. Includes employee claims, employers report of occupational injury or illness, medical reports, legal correspondence, Appeal's Board findings and awards and other information relevant to the injury claim. All information is filed chronologically.	Permanent.	
3.17.5 (Risk Mgmt)	Community Center Use Agreements	4 years have elapsed since the date the record was created and the record is not the subject of any litigation, claim, negotiation or other such action.	4 years provided the records are not the subject of any litigation, claim, negotiation or other action.	Govt. Code § 26202
3.17.6 (Risk Mgmt)	Film & Special Event permits & corresponding applications.	4 years have elapsed since the date the record was created and the record is not the subject of any litigation, claim or negotiation.	4 years provided the records are not the subject of any litigation, claim, negotiation or other action.	Govt. Code § 26202
3.18.1 (Sheriff)	Please refer to Mono County Resolutions Nos. 97-62 and 08-01.			
3.19.1 (Social Services)	Records pertaining to health care services rendered under Medi-Cal or any other health care program administered by the department or its agents/contractors, including services rendered, recipient of services, date of service & any additional information legally required to be kept.	The recipient has not rec'd any public assistance from the County for a period of three years. OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed).  * Cannot be destroyed until audit findings have been resolved.  * Cannot be destroyed if another statute requires a longer retention period.  * Records shall be retained beyond the 3-year period when the County is notified by the department or the State Department of Health Services, whichever has	3 years from the date final expenditure report submitted (for the last service provided). OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed).  * Cannot be destroyed until audit findings have been resolved.  * Cannot be destroyed if another statute requires a longer retention period.  * Records shall be retained beyond the 3-year period when the County is notified by the department or the State Department of Health Services, whichever has jurisdiction over the records, to retain records for a longer period of time, including for civil or criminal action.	WIC §§ 10851.14124.1

		jurisdiction over the records, to retain records for a longer period of time, including for civil or criminal action.		
3.19.2 (Social Services)	Narrative portions of a case record pertaining to health care services rendered under Medi-Cal or any other health care program administered by the department or its agents/contractors, including services rendered, recipient of services, date of service and any other information legally required to be kept.	The recipient has not rec'd any public assistance from the County for a period of three years. OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed).  * Narrative portions can only be destroyed AFTER audit by the department or State Department of Health Services, whichever has jurisdiction. AND only if no criminal or civil action is pending.	3 years from the date final expenditure report submitted (for the last service provided). OR Immediately upon reproduction and electronic storage (and then after three years can be destroyed).  * Narrative portions can only be destroyed AFTER audit by the department or State Department of Health Services, whichever has jurisdiction. AND only if no criminal or civil action is pending.	WIC §§ 10851.14124.1
3.19.3 (Social Services)	Fiscal, statistical and other records necessary for maintaining accountability and meeting reporting requirements relating to the administration of public social services.	Three years have elapsed since the date of the final expenditure report. OR Record has been reproduced and is stored electronically.  Cannot be destroyed if Audit findings have not been resolved.	3 years from date final expenditure report submitted. OR Immediately upon reproduction and electronic storage (and then after 3 years can be destroyed).  Cannot be destroyed if Audit findings have not been resolved.	WIC §§ 10851 (c),(f) 14124.1
3.20.1 (Treasurer/ Tax Collector)	Redemption certificates.	12 years have elapsed since receipt. OR Records have been reproduced in accordance with Gov't Code § 26205 (and will be maintained for 12 years).	12 years. OR Immediately provided the records have been reproduced in accordance with Gov't Code § 26205 (and will be retained for 12 years, after which time the reproduction may be destroyed).	R&T Code § 4107
3.20.2 (Treasurer/ Tax Collector)	Delinquent tax rolls and the original secured rolls on which they are based.	12 years have elapsed since receipt OR The abstract list has been certified as correct and complete by the Auditor and a reproduction has been made in accordance with Gov't Code § 26205 (and will be maintained for 12 years).	12 years. OR Immediately provided the records have been reproduced in accordance with Gov't Code § 26205 (and will be retained for 12 years, after which time the reproduction may be destroyed).	R&T Code § 4377



3.20.3 (Treasurer/ Tax Collector)	Abstract lists of the tax rolls (prepared under § 4373 of the R&T Code).	Two years have elapsed since the time the lien has been removed.	2 years.	R&T Code § 4377
3.20.4 (Treasurer/ Tax Collector)	Any original unsecured tax roll containing the information set forth in the delinquent roll or abstract list.	The abstract list has been certified as correct and complete by the Auditor and a reproduction has been made in accordance with Gov't Code § 26205 (and will be maintained for 5 years).	5 years. OR Immediately provided and the records have been reproduced in accordance with Gov't Code § 26205 (and will be retained for 5 years, after which time the reproduction may be destroyed).	R&T Code § 2928
3.20.5 (Treasurer/ Tax Collector)	Tax Rolls.	Two years after the last current item has been recorded thereon IF the records are reproduced & a copy of the reproduction is permanently retained.	2 years after last current item has been recorded (IF reproduced and reproduction is permanently retained).	Govt. Code § 26908
3.20.6 (Treasurer/ Tax Collector)	Certificates of deposit from the County Auditor.	The certificates have been filed for more than five years. OR The certificate has been filed for more than one year, and it has been reproduced in accordance with Gov't Code § 27001(b), the reproduced record is conveniently accessible & a provision is made for preserving, examining & using the same.	5 years. OR 1 year (if record is reproduced in accordance with Gov't Code § 27001(b), the reproduced record is conveniently accessible & a provision is made for preserving, examining & using the same.	Govt. Code § 27001
3.20.7 (Treasurer/ Tax Collector)	Bonds & interest coupons (County). See section 3.2.3 for school & special district bonds.	The bonds or any and all coupons pertaining thereto have been paid or canceled.	Upon payment or cancellation.	Govt. Code § 53921

**ARTICLE IV**

The records of special districts for which the board of supervisors is the governing body shall be destroyed in compliance with Government Code sections 60200, et seq.

**ARTICLE V**

This policy may be amended from time to time by additions, deletions, or amendments thereto by further resolution of the Board of Supervisors which shall be made with specific reference hereto and all of the provisions hereof not otherwise modified shall remain in full force and effect.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 10, 2022

**Departments: Community Development**

**TIME REQUIRED**

**SUBJECT** Appointment of Jake Suppa to the  
Mono Basin RPAC

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Consider appointing Jake Suppa as a member of the Mono Basin Regional Planning Advisory Committee (RPAC) for a term ending December 31, 2025.

**RECOMMENDED ACTION:**

Appoint Jake Suppa to the Mono Basin RPAC for a term ending on December 31, 2025.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Bentley Regehr

**PHONE/EMAIL:** 760-924-4602 / bregehr@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff report</a>
<a href="#">Application</a>

**History**

Time	Who	Approval
5/3/2022 10:03 AM	County Counsel	Yes
4/26/2022 4:52 PM	Finance	Yes

5/6/2022 4:39 PM

County Administrative Office

Yes

# Mono County Community Development Department

PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

## Planning Division

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

May 3, 2022

**TO:** Honorable Mono County Board of Supervisors  
**FROM:** Bentley Regehr, Planning Analyst, for Bob Gardner, District 3 Supervisor  
**RE:** Mono Basin RPAC Appointment

### RECOMMENDATION

1. Appoint Jake Suppa to the Mono Basin Regional Planning Advisory Committee, as recommended by Supervisor Gardner.

### FISCAL IMPACT

No fiscal impacts are expected.

### DISCUSSION

The Mono Basin Regional Advisory Committee (RPAC) may consist of up to fifteen members and ten seats are currently vacant. Supervisor Gardner recommends appointing Jake Suppa to his first term to fill one of the currently vacant seats through December 31, 2025. The application for the proposed applicant is attached and include a statement of community interests. With the seat filled, the Mono Basin RPAC will consist of six members. Terms last for four years and are staggered to facilitate smooth transitions.

Jake Suppa's term would run through December 31, 2025.

Existing members include are listed below.

<b>Existing members</b>	<b>Term Expires</b>
Lisa Cutting	12.31.25
Bartshe Miller	12.31.25
Duncan King	12.31.25
Ronda Kauk	12.31.23
Elin Ljung	12.31.23

If you have questions regarding this matter, please contact Supervisor Gardner or Bentley Regehr at 760.924.4602.

# Regional Planning Advisory Committees

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P.O. Box 347  
Mammoth Lakes, CA 93546  
760-924-1800 phone, 924-1801 fax  
[commdev@mono.ca.gov](mailto:commdev@mono.ca.gov)

P.O. Box 8  
Bridgeport, CA 93517  
760-932-5420 phone, 932-5431 fax  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

## \*Edited to protect privacy MEMBERSHIP APPLICATION

This application is for membership in the following RPAC (choose one):

- |  |  |
|--|--|
| <input type="checkbox"/> Antelope Valley   | <input type="checkbox"/> June Lake CAC (Citizens Advisory Committee) |
| <input type="checkbox"/> Benton/Hammil     | <input type="checkbox"/> Long Valley                                 |
| <input type="checkbox"/> Bridgeport Valley | <input checked="" type="checkbox"/> Mono Basin                       |
| <input type="checkbox"/> Chalfant Valley   | <input type="checkbox"/> Swall Meadows                               |

Name \_\_\_\_\_ Jake Suppa \_\_\_\_\_

Address \_\_\_\_\_ [Redacted] \_\_\_\_\_

City/State/Zip \_\_\_\_\_ [Redacted] \_\_\_\_\_

Phone (day) \_\_\_\_\_ [Redacted] \_\_\_\_\_ Phone (eve.) \_\_\_\_\_

Email \_\_\_\_\_ [Redacted] \_\_\_\_\_

Occupation/Business \_\_\_\_\_ Farmer \_\_\_\_\_

Special interests or concerns about the community:  
Housing, agriculture, local business

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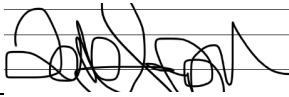
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Signature \_\_\_\_\_  \_\_\_\_\_

Date \_\_\_\_\_ 4/11/22 \_\_\_\_\_



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 10, 2022

**Departments: Community Development**

**TIME REQUIRED**

**SUBJECT** Contract With RCI for Needs  
Assessment and Capacity  
Improvement of Special Districts

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Approval of County entry into proposed contract with Resource Concepts, Inc. (RCI).

**RECOMMENDED ACTION:**

Approve, and authorize the Chair to sign contract with Resource Concepts, Inc (RCI) for consulting services related to preparation of a needs assessment and capacity improvement plan for the county's special districts for the period of May 10, 2022 through June 30, 2024 with a not-to-exceed amount of \$237,500.

**FISCAL IMPACT:**

Contract is funded by the Community Development Block Grant (CDBG) Technical Assistance program. A portion of staff time on the project will be funded by the Local Agency Formation Commission (LAFCO) as part of the Municipal Service Review (MSR) update.

**CONTACT NAME:** Bentley Regehr

**PHONE/EMAIL:** 760-924-4602 / bregehr@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Contract</a>
<input type="checkbox"/> <a href="#">Scope of Work</a>
<input type="checkbox"/> <a href="#">Schedule of Fees</a>
<input type="checkbox"/> <a href="#">Exhibit 7</a>
<input type="checkbox"/> <a href="#">RCI Proposal</a>

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/6/2022 11:27 AM	County Counsel	Yes
4/26/2022 4:57 PM	Finance	Yes
5/6/2022 4:39 PM	County Administrative Office	Yes

# Mono County Community Development Department

PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
[commdev@mono.ca.gov](mailto:commdev@mono.ca.gov)

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

May 10, 2022

**To:** Mono County Board of Supervisors

**From:** Bentley Regehr, Planning Analyst

**Re:** Contract with Resource Concepts, Inc.

## **RECOMMENDED ACTION**

Approve, and authorize the Chair to sign the contract with Resource Concepts, Inc (RCI) for consulting services related to an assessment of the county's special districts for the period May 10, 2022 through June 30, 2024 and a not-to-exceed amount of \$237,500.

## **FISCAL IMPACT**

The County's budget for the project is \$250,000. The not-to-exceed budget for the contract with RCI is \$237,500. The remaining funding will be available to compensate for County staff time.

## **DISCUSSION**

Infrastructure limitations are a potential barrier to housing production in unincorporated Mono County. At this time, the exact opportunities and limitations of special districts are largely unknown. As first prioritized by the Board through the 2018 housing program matrix, the County would like to further understand where improvements are needed to best support housing production.

After applying for funding in 2020, the County was officially awarded \$250,000 in funds through the California Development Block Grant (CDBG) program on February 11, 2021. After distributing two rounds of Requests for Proposals (RFPs), Community Development received a proposal from RCI that staff deemed viable in January 2022. Staff worked with RCI to further hone the scope of work in the coming months. The final scope of work and fee schedule is attached here.

The work will include outreach to special districts, a needs assessment of each special district, and a potential Capital Improvement Plan. The proposed scope will also cover a municipal services review of special districts, as required by the Local Agency Formation Commission (LAFCO). The deadline for grant funds to be expended is June 30, 2024.

Please contact Bentley Regehr (760-924-4602 or [bregehr@mono.ca.gov](mailto:bregehr@mono.ca.gov)) with any questions. This staff report has been reviewed by the Community Development Director.

## **ATTACHMENTS:**

1. Contract
2. Scope of Work
3. Schedule of Fees
4. Exhibit 7 - State and Federal mandatory contract language
5. RCI proposal



**AGREEMENT BETWEEN COUNTY OF MONO  
AND RESOURCE CONCEPTS, INC  
FOR THE PROVISION OF CONSULTING SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the planning consulting services of Resource Concepts, Inc. (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

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

Services and work provided by Contractor at County's request under this Agreement will be performed in a manner consistent with the standard of care ordinarily exercised by members of the same profession currently practicing under similar conditions in the same or similar locale and applicable requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions in effect at the time Contractor's services are rendered. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

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

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

**2. TERM**

The term of this Agreement shall be from May 10, 2022, to June 30, 2024, unless sooner terminated as provided below.

### 3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. **The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$237,445, (hereinafter referred to as "Contract Limit").** County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

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

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

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

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

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

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

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

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

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

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs,

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

## 8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

## 9. INSURANCE

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

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

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

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

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

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

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

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

## **10. STATUS OF CONTRACTOR**

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

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

## **11. DEFENSE AND INDEMNIFICATION**

Contractor shall indemnify, and hold harmless County, its agents, officers, and employees from and against all damages, losses, judgments, liabilities, reimbursement of reasonable related expenses, and other costs, including litigation costs and attorney's fees, to the extent found to be arising out of, resulting from or in connection with, the Contractor's negligent acts, errors or omissions in performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any damage, loss, liability, reasonable related expense, or other costs to the extent that are found to be caused in whole or in part by any negligent act or omission of Contractor, its agents, employees, supplier, or anyone employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

## **12. RECORDS AND AUDIT**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

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

## **13. NONDISCRIMINATION**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or

sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

#### **14. TERMINATION**

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

This Agreement may be terminated for cause by either party in the event of breach. Prior to such termination for cause, the party alleging breach shall provide the breaching party written notice describing in detail the provisions of this Agreement alleged to have been violated and the facts supporting the claimed breach. The notice shall provide a reasonable amount of time (at least 10 days, unless a shorter period is required to protect public health and safety) to cure the violation or satisfactorily demonstrate to the party providing notice that no breach occurred. If the breach is not cured, or the non-existence of such breach acknowledged in writing by the party providing notice, within the time provided this Agreement may be terminated by the party initially providing notice of the breach.

#### **15. ASSIGNMENT**

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

#### **16. DEFAULT**

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

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

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

#### **18. CONFIDENTIALITY**

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

obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of County.

## **19. CONFLICTS**

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

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

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

## **21. SEVERABILITY**

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

## **22. FUNDING LIMITATION**

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

In addition to the foregoing,

- 1) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- 4) The California Department of Housing and Community Development (HCD) has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.



**23. AMENDMENT**

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

**24. NOTICE**

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

County of Mono:  
Community Development Department  
1290 Tavern Road  
PO Box 347  
Mammoth Lakes, CA 93546

Contractor:

Resource Concepts, Inc.  
340 N. Minnesota Street  
Carson City, NV 89703

**25. COUNTERPARTS**

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

**26. ENTIRE AGREEMENT**

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

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.**

**COUNTY OF MONO**

**CONTRACTOR**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

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

APPROVED BY RISK MANAGEMENT:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND RESOURCE CONCEPTS, INC.  
FOR THE PROVISION OF PLANNING CONSULTING SERVICES**

**TERM:**

**FROM: May 10, 2022 TO: June 30, 2024**

**SCOPE OF WORK:**

Contractor will conduct a needs assessment and prepare a capacity improvement plan for the county's special districts and mutual water companies focused on addressing limitations and opportunities pertaining to the development of housing within the County.

For specific services, deliverables and timing, see **Attachment A1** attached hereto and incorporated herein by this reference.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND RESOURCE CONCEPTS, INC.  
FOR THE PROVISION OF PLANNING CONSULTING**

**TERM:**

**FROM: May 10, 2022 TO: June 30, 2024**

**SCHEDULE OF FEES:**

See Attachment B1, incorporated herein by this reference.

## **Attachment A1 – Scope of Work**

### Phase I – Baseline Survey and Outreach

Completion Date: 12.31.2022

1. RCI will compile and review existing data. RCI will coordinate with Mono County Community Development to identify special districts of interest. RCI will make introductions with key personnel and obtain vital contact information of each special district, establishing a network of communication.
2. RCI will collect, compile, and review existing documentation of each district's existing facilities, organizational and management structures, financing, service area boundaries, current/on-going projects, and long-term planning documents, for each special district. The data will be summarized in tabular form and provided to the County digitally.
3. RCI will provide a summary report of existing conditions and capacity of Mono County Special Districts.
4. RCI will summarize the information needed to update each special district municipal review report, but revisions to the report are not part of this scope of work.

### Phase II - Potential Housing Development and Service Capacity Analysis for Key Housing Element Sites

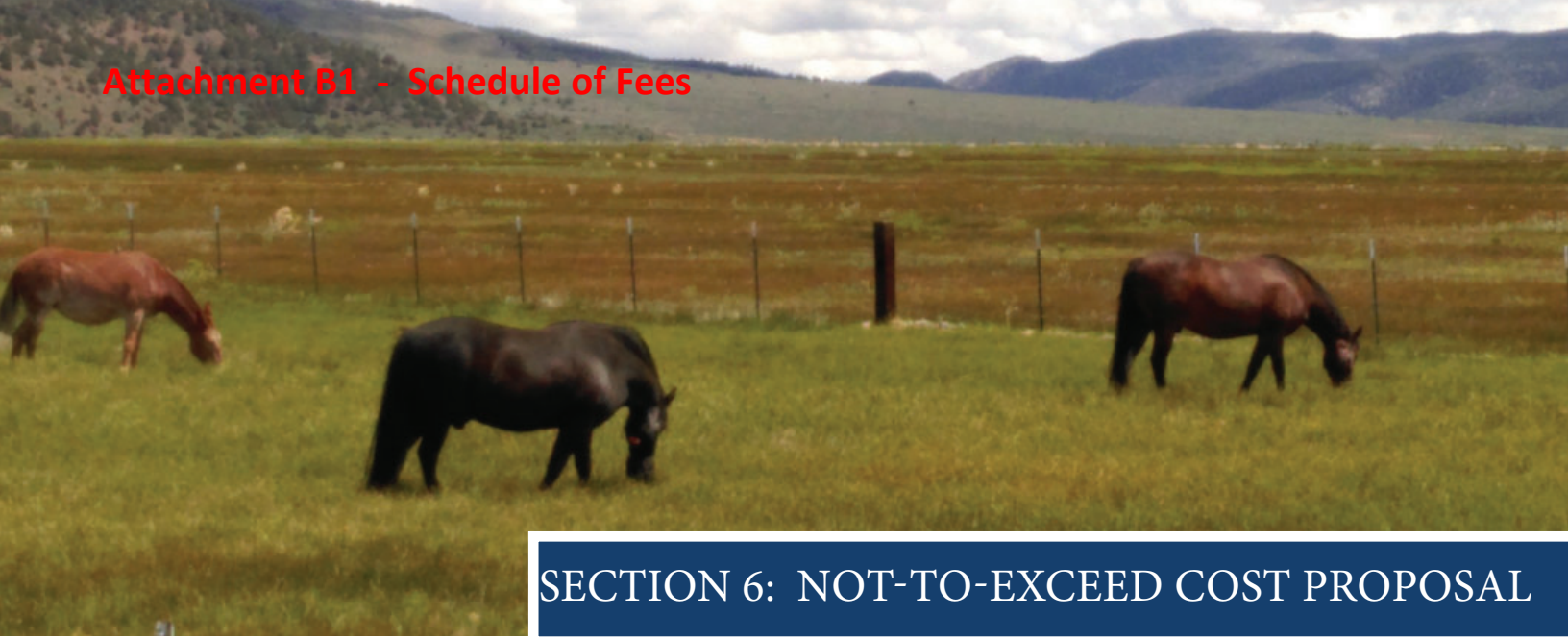
Completion Date: 06.01.2023

1. RCI will perform a more thorough investigation of infrastructure barriers and opportunities within the Bridgeport, Crowley Lake, June Lake, and Lee Vining communities, and the opportunity sites identified in the Housing Element.
2. RCI will perform analysis of current ADU regulations and the potential to support increased ADU density above state law requirements.
3. RCI will produce a Special Districts Needs Assessment Summary Report for Bridgeport, Crowley Lake, and June Lake, and other identified opportunity sites.

### Phase III - Capacity Improvement Plan (CIP) for Special Districts

Completion Date: 12.31.2023

1. RCI will provide an administrative draft CIP.
2. RCI will provide Capacity Improvement Plans for the focus communities and opportunity sites identified in the Housing Element. RCI will provide countywide recommendations related to capacity issues, and housing opportunities for community water and sewer systems.



**SECTION 6: NOT-TO-EXCEED COST PROPOSAL**

*Our clients trust us with their resources and we are careful stewards of that trust.*

<b>PROJECT PHASES AND TASKS</b>	<b>HOURS</b>	<b>DIRECT WAGE RATE (AVERAGE)</b>	<b>OVERHEAD 173%</b>	<b>PROFIT 10%</b>	<b>PROJECT BILL RATE</b>	<b>PROJECT COST</b>
<b>A. Outreach and Communication and Coordination</b>						
Project Principal	26	\$72	\$124	\$20	\$215	\$5,583
Project Manager	160	\$62	\$107	\$17	\$186	\$29,790
Project Planner	202	\$45	\$78	\$12	\$135	\$27,297
Staff Engineer	32	\$48	\$83	\$13	\$144	\$4,613
GIS Technician	60	\$30	\$52	\$8	\$90	\$5,405
Sub-Consultant (Reimbursable)		\$2,500			115%	\$2,875
Phase Subtotal	<b>468</b>					<b>\$77,455</b>
<b>B. Needs Assessment and Barriers Evaluation</b>						
Project Principal	44	\$72	\$124	\$20	\$215	\$9,447
Project Manager	101	\$62	\$107	\$17	\$186	\$18,805
Project Planner	120	\$45	\$78	\$12	\$135	\$16,216
Staff Engineer	160	\$48	\$83	\$13	\$144	\$23,063
GIS Technician	144	\$30	\$52	\$8	\$90	\$12,973
Administrative and Word Processing	30	\$28	\$48	\$8	\$84	\$2,523
Sub-Consultant (Reimbursable)		\$2,500			115%	\$2,875
Phase Subtotal	<b>555</b>					<b>\$85,902</b>

<b>PROJECT PHASES AND TASKS</b>	<b>HOURS</b>	<b>DIRECT WAGE RATE (AVERAGE)</b>	<b>OVERHEAD 173%</b>	<b>PROFIT 10%</b>	<b>PROJECT BILL RATE</b>	<b>PROJECT COST</b>
<b>C. Capacity Improvement Plan, Recommendations</b>						
<b>Project Principal</b>	58	\$72	\$124	\$20	\$215	\$12,453
<b>Project Manager</b>	104	\$62	\$107	\$17	\$186	\$19,363
<b>Project Planner</b>	168	\$45	\$78	\$12	\$135	\$22,703
<b>Staff Engineer</b>	48	\$48	\$83	\$13	\$144	\$6,919
<b>GIS Technician</b>	24	\$30	\$52	\$8	\$90	\$2,162
<b>Administrative and Word Processing</b>	60	\$28	\$48	\$8	\$84	\$5,045
<b>Sub-Consultant (Reimbursable)</b>		\$2,500			115%	\$2,875
<b>Phase Subtotal</b>	<b>462</b>					<b>\$71,521</b>
<b>Miscellaneous</b>						
<b>Estimated Mileage</b>	2000	\$0.76			\$0.76	\$1,520
<b>Copy and Printing (Color Maps)</b>	45	\$12.00			\$12.00	\$540
<b>Copy and Printing (Black and White)</b>	100	\$3.00			\$3.00	\$300
<b>Copy and Printing (Black and White)</b>	1500	\$0.20			\$0.20	\$300
<b>Travel and Per Diem (days)</b>	6	\$250.00			\$250.00	\$1,500
<b>Copy and Printing (Black and White)</b>	1500	\$0.20			\$0.20	\$300
<b>Miscellaneous Phase Subtotal</b>						<b>\$4,460</b>
<b>Total Not to Exceed Project Costs =</b>						<b>\$237,445</b>

## EXHIBIT 7

### AGREEMENT BETWEEN COUNTY OF MONO AND RESOURCE CONCEPTS, INC. FOR THE PROVISION OF PLANNING CONSULTING SERVICES

#### COMMUNITY DEVELOPMENT BLOCK GRANT/FEDERAL PROVISIONS AND REQUIREMENTS

##### DEFINITIONS AND INCORPORATED DOCUMENTS

For purposes of this Exhibit 7, the terms below shall have the following meanings:

**Agreement** – The Agreement for Planning Consulting Services between County and Contractor/Consultant to which this Exhibit 7 is attached.

**Consultant** – Resource Concepts, Inc.

**Department** – The California Department of Housing and Community Development (or HCD)

**Grant** – The Standard Agreement (20-CDBG-12074) entered into between the County of Mono and the Department of Housing and Community Development to provide funding for the work and services described in the Agreement.

**Grantee** – The County of Mono

**Proposal** – Consultant's Proposal to Provide Needs Assessment and Capacity Improvement Plan for Mono County's Special Districts, Directed at Reducing Barriers to Housing Development.

The Proposal is incorporated into this Exhibit 7 as if fully set forth herein.

The Grant, including Exhibit D thereto (CDBG Program Terms and Provisions), is incorporated into this Exhibit 7 by reference as if fully set forth herein. **Consultant shall be bound by and conform to all applicable requirements contained in Exhibit D of the Grant** to the same extent as if Consultant were the Grantee thereunder. In the event of a conflict between a provision of the Agreement, this Exhibit 7, the Proposal and Exhibit D, the following priority shall apply: (1) Exhibit 7; (2) Exhibit D; (3) the Agreement; (4) the Proposal.

##### OTHER REQUIRED PROVISIONS

###### **A. Non-Discrimination**

During the performance of the Agreement, Consultant shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition (cancer), physical disability (including HIV and AIDS), marital status, age (over 40), sex, denial of family and medical leave, and denial or pregnancy leave. Consultant shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Consultant shall comply with provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in Chapter 5, of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in



full. Grantee, Consultant shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

**B. Americans with Disabilities Act (ADA) of 1990**

Consultant will comply with the Americans with Disabilities Act (ADA) of 1990, (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability as well as all applicable regulations and guidelines issued pursuant to the ADA.

**C. Drug Free Workplace Certification**

Consultant shall abide by the Drug Free Workplace Act of 1988.

**D. Debarment and Suspension (Executive Orders 12549 and 12689)**

Consultant must not be listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

**E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Consultant and sub-contractors at each tier must file the required certification under the Byrd Anti-Lobbying Amendment and as described in paragraph 29 of Exhibit D of the Grant. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**F. Compliance with the Clean Air Act and the Federal Water Pollution Control Act**

Consultant will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**G. Prohibition on Certain Contracts for Surveillance or Telecommunications Equipment**

Consultant shall not utilize funds provided under the Agreement to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## **H. Domestic Preferences for Procurements**

(a) As appropriate and to the extent consistent with law, Consultant should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **I. Rights to Inventions Made Under a Contract or Agreement**

If Consultant enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the Agreement, the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

<< NOTHING FOLLOWS >>

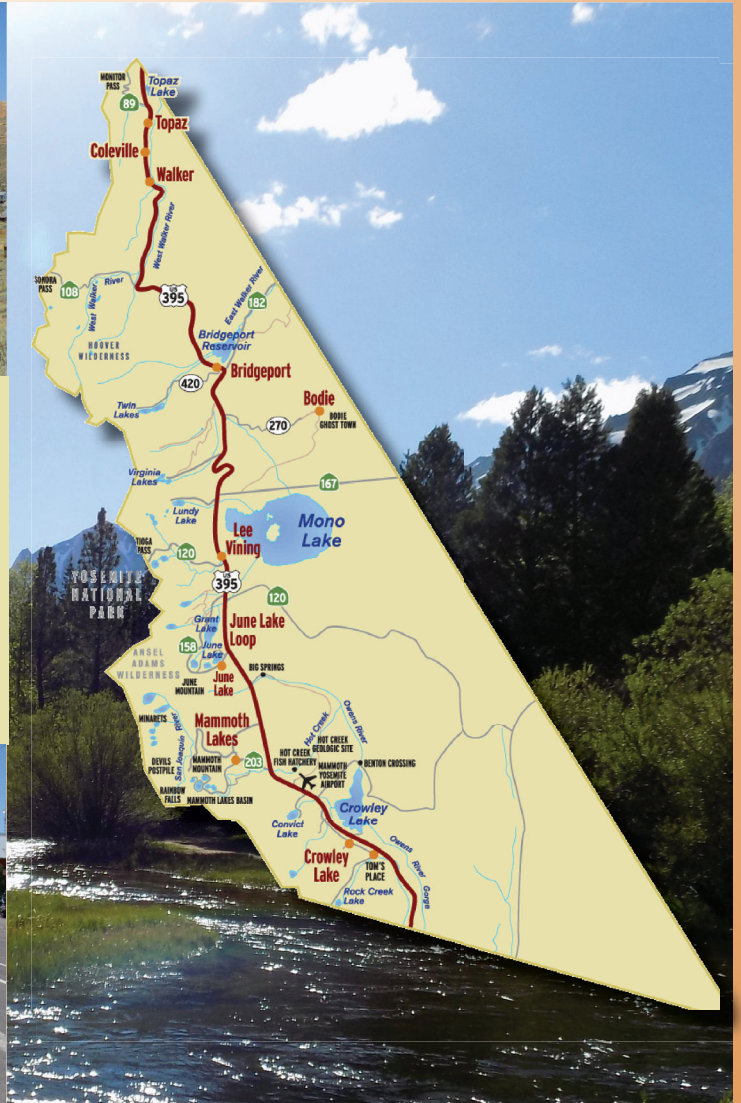


# Needs Assessment and Capacity Improvement Plan for Mono County's Special District, Directed at Reducing Barriers to Housing Production

PROPOSAL TO PROVIDE



*Prepared by*



October 8, 2021

Revised 4/19/22





*Response to Request for Proposals*  
**Needs Assessment  
and  
Capacity Improvement Plan  
for Mono County's  
Special District,  
Directed at Reducing Barriers to Housing Production  
Mono County**

October 8, 2021

*Prepared For:*

Mono County Community Development Department  
c/o Bentley Regehr  
1290 Tavern Rd., Ste 138  
P.O. Box 347  
Mammoth Lakes, CA 93546

*Prepared By:*

RESOURCE CONCEPTS, INC. (RCI)  
340 N. Minnesota Street  
Carson City, NV 89703-4152  
Office: (775) 883-1600  
Fax: (775) 883-1656



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October 8, 2021



Mr. Bentley Regehr  
Mono County Community Development Department  
1290 Tavern Rd., Ste 138  
P.O. Box 347  
Mammoth Lakes, CA 93546

Dear Mr. Regehr:

**Subject: Response to Request for Proposal**  
*Needs Assessment and Capacity Improvement Plan for Mono County's Special Districts, Directed at Reducing Barriers to Housing Production*

Resource Concepts, Inc. (RCI) is pleased to submit this proposal for Mono County's Needs Assessment and Capacity Improvement Plan for Mono County's Special Districts. RCI is an interdisciplinary engineering and environmental resource firm with extensive experience in the eastern Sierra. RCI is qualified to provide services for Planning, Development, Civil Engineering Design, Surveying, Revegetation Design and Inspection, and Environmental Analysis and Documentation. We are committed to providing sustainable and cost effective professional services to meet the needs of Mono County.

RCI has been providing professional engineering, environmental, surveying, and permitting services for our public and private clients since 1978. Over the past 42 years, RCI has teamed with municipalities and counties on a wide variety of projects. RCI currently serves as the Engineer for several municipalities including the Minden-Gardnerville Sanitation District (42+ years), Gardnerville Water Company (17+ years), the Carson City School District (21+ years) and previously for the Town of Minden (38+ years). RCI has worked for numerous public entities in California including the City of Bishop, City of South Lake Tahoe, Alpine County, Mono County, Markleeville PUD, and Kirkwood Meadows PUD. Additionally, RCI has extensive experience working with the Tahoe Regional Planning Agency, California Tahoe Conservancy, Lahontan Regional Water Quality Control Board and other regulatory agencies in California. As a result of our long service to public agencies, we have extensive experience in the review, planning, permitting, design, surveying, bidding, and construction management of public works projects that exceeds many other local firms. RCI is proud of our history of meeting our client's needs and believe our length of service speaks to our ability to successfully meet the needs of Mono County.

RCI offers several distinct advantages to Mono County, including:

- More than 40 years of experience reviewing public and private development plans for local agencies.
- More than 40 years of experience with infrastructure planning, design and construction oversight.
- More than 40 years of exceptional client and agency service as seen by our long-standing client base.
- Extensive grant funding experience for infrastructure projects.

**CARSON CITY**  
340 North Minnesota St.  
Carson City, NV 89703-4152  
775 / 883-1600 • fax: 775 / 883-1656

**Engineering • Surveying • Water Rights  
Resources & Environmental Services**  
[www.rci-nv.com](http://www.rci-nv.com)

**Lake Tahoe**  
276 Kingsbury Grade, Ste. 206, Stateline, NV  
PO Box 11796, Zephyr Cove, NV 89448-3796  
775 / 588-7500 • fax: 775 / 589-6333



The project manager and point of contact for this response to request for proposal will be Zach Wood and he can be reached at (775) 883-1600 or zach@rci-nv.com.

Joe Cacioppo, PE, Principal will negotiate and contractually bind RCI and provide oversight for the project.

340 N. Minnesota Street  
Carson City, NV 89703  
(775) 883-1600  
joe@rci-nv.com

Our general approach to successful project completion is immediate and ongoing communication with County staff, along with matching our staff to the tasks that best fit their expertise. Attentive and timely evaluation of the County's current and future needs. This includes developing an understanding of the funding requirements, development of connection and collaboration between Districts and entities, within the County, to foster a comprehensive and possibly shared approach to capital improvements that will increase capacity to accommodate housing needs, and experienced consulting input regarding barriers and costs associated with improvements.

Specific areas of RCI expertise include all regulatory and statutory understanding, familiarity with the idiosyncrasies and characteristics of rural communities, infrastructure planning, permitting, design and construction management. We are pleased for this opportunity to work with Mono County, and are available to answer any additional questions.

Sincerely,



Joe Cacioppo, PE  
Principal



Keith R Shaffer, PE  
Project Manager



Zach Wood  
Senior Planner



## SECTION 1: STATEMENT OF QUALIFICATIONS

### **RCI Qualifications**

*Serving our clients with integrity and excellence since 1978!*

Resource Concepts, Inc. (RCI) has operated since 1978 providing dependable and cost effective services in California, Nevada, and other western states. We take pride in the passion we have for our community, the work we accomplish, in and around the beautiful Sierra Nevada and Great Basin region.

Our multidisciplinary teams create comprehensive solutions using our diverse areas of expertise. We excel at working corroboratively to produce results that exceed expectations and meet regulatory requirements.

Our longevity and experience builds efficiency and accountability at all project phases. We have good working knowledge of local, state, and federal agencies and regulations, which enhances our ability to effectively address your project requirements.

The RCI team has the expertise and capacity for providing the services requested by Mono County. We provide sustainable and cost effective services in the beautiful Sierra Nevada and Great Basin region.

### **COMPANY PROFILE:**

Employees: 45

### **Resource Concepts, Inc.**

340 N. Minnesota St.

Carson City, Nevada 89703

Phone: (775) 883-1600

Lake Tahoe Office

276 Kingsbury Grade, Suite 206

Stateline, Nevada 89448

### **CLIENT CONTACT:**

ZACH WOOD

Office: (775) 883-1600

Email: zach@rci-nv.com

### **OUR PRINCIPALS:**

- Bruce Scott, PE - Principal Civil Engineer/Land Surveyor
- Joseph Cacioppo, Jr., PE - Principal Civil Engineer
- John McLain, CRMC, CPESC - Principal Resource & Rangeland Specialist
- W. Marvin Tebeau, CEM - Principal Environmental Specialist
- Jeremy Drew, Principal - Resource & Rangeland Specialist

### **SERVICES PROVIDED:**

- LAND PLANNING - URBAN & RURAL
- CIVIL ENGINEERING
- SURVEYING
- DEVELOPMENT & ENTITLEMENT
- WATER RESOURCE ENGINEERING
- WATER/WASTEWATER ENGINEERING
- ENVIRONMENTAL SERVICES
- CONSTRUCTION MANAGEMENT
- NATURAL RESOURCES



### *Understanding of Work*

RCI staff has specific applicable experience working on behalf of local governments, small utilities, and with housing developers to accomplish projects which further the development of appropriate, sustainable, and affordable housing within the guidelines of master plans and zoning ordinances, together with available community amenities and utilities. The need for action to address affordable or work-force housing shortage in the Eastern Sierra region is greater than ever. RCI also understands that the State's statutory requirements and funding opportunities can change quickly. California housing choices are limited for moderate and lower income families. With the adoption of the 2017 Housing Needs Assessment and Housing Element Update, Mono County has a strong foundation of policies and actions already in place. The proposal by RCI does not wish to overlap the County's existing housing element work with the proposed work plan, but rather to provide support and meaningful technical information to assist the County in the implementation of the House Plan.

This proposal aims for immediate and significant impact by connecting and providing solutions to identified barriers to development, including evaluation of adequate provision of services within identified housing opportunity sites. Special districts, fire protection districts, and mutual water companies are vital institutions in small, rural areas, which are critical stakeholders in the project. The highest priority is often the volunteers serving their own businesses and neighbors.

We propose a rapid initial stakeholder engagement/needs assessment among Mono County, special districts, fire protection districts, and mutual water companies to confirm available capacity and limitations which would support incremental housing development. We propose to evaluate and prioritize specific capacity analysis projects as the first project deliverable.

Mono County communities are implementing land use planning and multi-agency stakeholder representative projects.

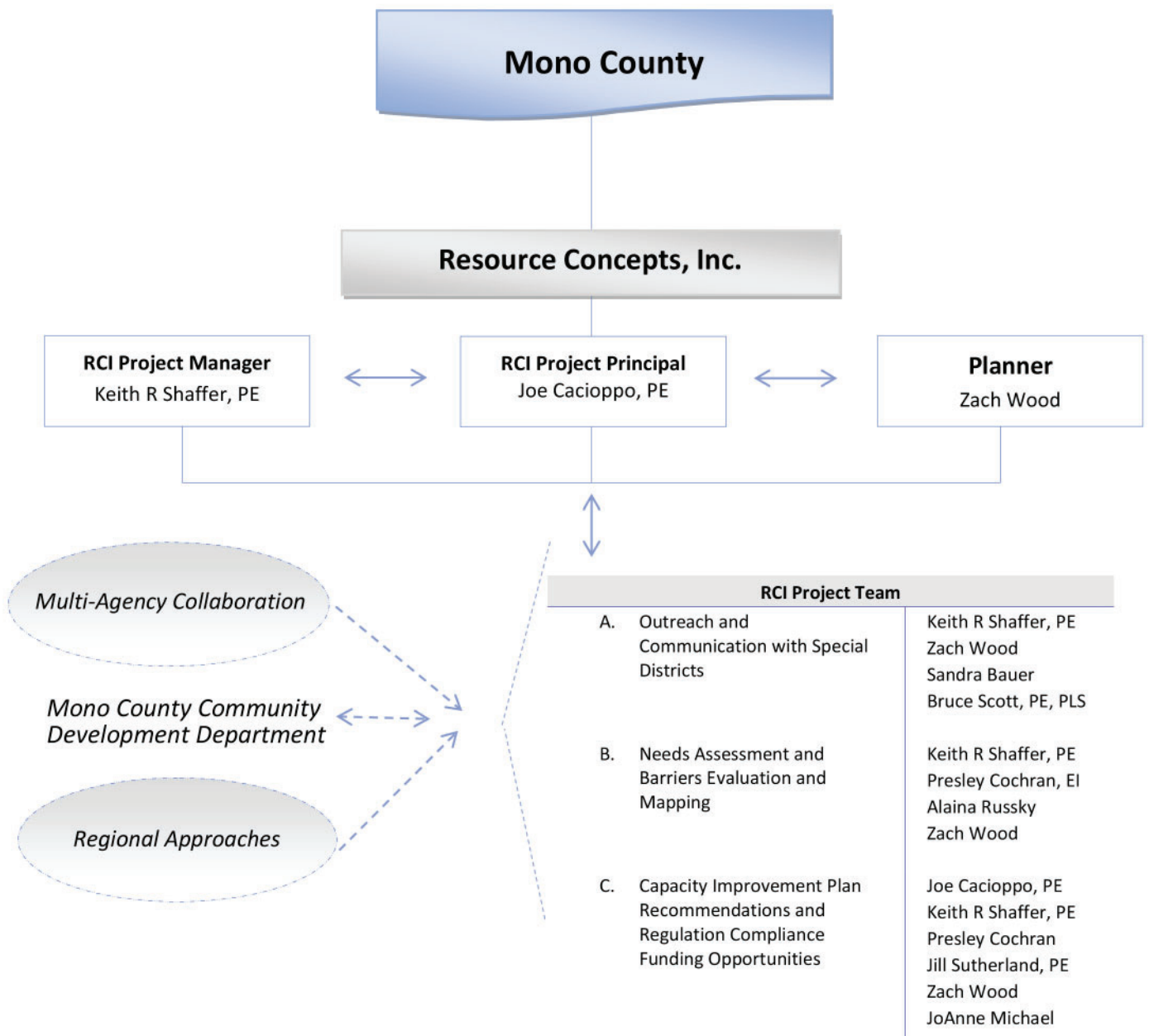
### *Unique Qualifications*

- Our planning experience includes preparation of housing elements and implementation programs, leading utility capacity improvement projects,
- Housing Element 4th-5th-6th Cycle
- Multi-jurisdiction Hazard Mitigation Plans
- The project team is comprised of planners, engineers, environmental specialists, and surveyors.
- Extensive experience in rural areas, as well as working with many local and government agencies.
- RCI's experience includes public engagement, public participation, civic involvement, public outreach, and public input.
- Our planners are part of a multi-disciplinary firm, and they are able to engage our professional engineers and architects in the planning processes to aid our clients in developing sustainable, implementable plans.
- Health and safety are the first priorities that a community should be addressing. Drinking water (including water for fire protection), wastewater, stormwater and the transportation network are some examples of health and safety systems that RCI is well versed in.

*Key Project Personnel*

RCI has an experienced and interdisciplinary staff. We are small enough to provide direct participation by senior level staff and large enough to support workloads for multiple projects. RCI has a suite of 45 engineering, surveying, and resource staff members available to assist if needed, as well as trusted subconsultant resources from which we can draw. The project manager and other team members are committed to serving the best interests of Mono County and providing the technical and management experience and assistance needed to successfully complete assigned projects. RCI has provided engineering services and environmental resources to local and state governmental entities in California and Nevada for more than 40 years. A brief description of key project personnel are provided below.

**ORGANIZATIONAL CHART**



Key Staff Member	Title/Project Assignment	Yrs Exp	Education
Bruce Scott, PE, PLS, WRS	Principal / Civil Engineer / Land Surveyor <i>Outreach &amp; Communication</i>	45	BS, Civil Engineering
Joe Cacioppo, PE	Principal / Civil Engineer <i>Needs Assessment/Barriers Eval./Mapping</i>	28	BS, Civil Engineering
Zach Wood	Survey Technician / Planning Manager <i>Outreach &amp; Communication/ Needs Assessment/Barriers Eval./Mapping/Capacity Imp. Plan</i>	16	BS, Geography
Jill Sutherland, PE	Senior Engineer <i>Capacity Imp. Plan</i>	32	MS, Env. Engineering BS, Civil Engineering
JoAnne Michael, CEPESC, QSP/QSD	Senior Environmental Specialist <i>Capacity Imp. Plan</i>	20	MS, Environmental Science BA, Biology & Env. Studies
Keith Shaffer, PE	Senior Engineer <i>Outreach &amp; Communication/ Needs Assessment/Barriers Eval./Mapping/Capacity Imp. Plan</i>	31	MS, Structural Engineering BS, Civil Engineering
Presely Cochran, EI	Staff Engineer <i>Capacity Imp. Plan</i>	2	BS, Civil Engineering
Alaina Russky	GIS & Survey Technician <i>Needs Assessment/Barriers Eval./Mapping/</i>	4	BS, Geology BS Land Surveying & Geomatics (In-progress)
<b>Subconsultant</b>			
Sandra Bower	Subconsultant <i>Outreach &amp; Communication</i>	47	MA, Social Ecology, BA, Social Ecology

**Bruce Scott, PE, PLS, WRS**  
**Principal/Oversight**

**Education:** BS, Civil Engineering

**Registrations:** Professional Civil Engineer NV#3579, AZ#26133, Certified Water Rights Surveyor NV#427, Professional Land Surveyor, NV#3579, Licensed Land Surveyor CA#6550

**Awards:** Nevada Water Resource Association's Lifetime Achievement Award 2021

For more than 40 years, Mr. Scott has been active in Nevada water resources, engineering, and surveying. After 4 years with the Nevada Division of Water Resources, he co-founded a consulting engineering firm in Carson City, Nevada. In 1978 he was a founding principal of Resource Concepts, Inc. with direct responsibilities in engineering, surveying, and water rights. That began a long history of successful projects and satisfied clients. Resource Concepts, Inc. counts a number of clients for whom professional services have been provided since the late 1970's. Among these are clients such as the Minden-Gardnerville Sanitation District, for whom Mr. Scott serves as their engineer, and the Great Basin Water Company, a client since

1978. He has been involved in many engineering and construction projects, combining sensitivity for the resource with experience and practicality in design and construction. Mr. Scott heads one of the most active and well-respected water rights groups in the state of Nevada.

Mr. Scott is a strong believer and practicing professional in the collaborative development, planning, and implementation of projects. The multi-disciplinary resource-sensitive approach to projects is a founding principle of Resource Concepts, Inc. Mr. Scott serves as the administrative professional for the firm. He is active in the community as well as in his professional capacity.

**Joe Cacioppo, PE**  
**Principal/Oversight**

**Education:** BS, Civil Engineering

**Registrations:** Professional Civil Engineer NV#13361, CA#C57881

Mr. Cacioppo is a veteran of the United States Army and a licensed civil engineer in Nevada and California. He is a principal civil engineer at RCI with over 28 years

of experience in public infrastructure; commercial, industrial and residential planning, permitting, design and construction management; and, flood control projects. His expertise with public sector and private projects, along with his understanding of the regulatory requirements, allows him to ensure our clients are provided cost effective, sustainable solutions that meet their budgetary and scheduling needs.

Mr. Cacioppo oversees a diverse in-house staff of civil and environmental engineers, survey professionals, and support staff. His extensive experience with projects of various sizes and complexities ensures all projects receive thorough and cost effective QA/QC oversight. His expertise combined with our diverse professional staff allows RCI the unmatched ability to assist clients from project conception through completion. In addition to his technical and regulatory expertise, Mr. Cacioppo has extensive public relations experience, from town hall meetings and neighborhood workshops, to agency and governmental hearings.

Mr. Cacioppo manages projects of various sizes and complexities. He oversees an in-house interdisciplinary team of experienced RCI professionals which allows RCI to offer a one-stop shop for all our clients from project conception to completion.

### **Keith Shaffer, PE**

#### **Senior Civil Engineer / Project Manager**

**Education:** MS, Structural Engineering, BS, Civil Engineering

**Registrations:** Professional Engineer NV #12106, CA #C58717, PA #PE-048292-E

Mr. Shaffer has over 30 years of experience providing professional engineering design and consulting services in Nevada and California. His experience includes design consulting and construction management for private development and public works projects, including land development and entitlement, residential and commercial building structures and facilities, bridges, streets and roadways, utility structures, storm water facilities, and land planning.

Holding a M.S. in Structural Engineering, Mr. Shaffer is an expert in the structural design for constructability and value of various types of structures ranging from buildings to bridges. Mr. Shaffer makes a point of keeping up to date with current building codes, permitting requirements and statutory regulations

to best assist his clients in the successful design, permitting, and construction of their projects. As the son of a general contractor and many years of hands-on field experience, Mr. Shaffer understands how to support contractors and is able to provide the technical support required during the construction phase of most projects.

He graduated from Brigham Young University in 1990 with his Master of Science degree in Structural Engineering and a Bachelor of Science degree in Civil Engineering and is a Professional Engineer in Nevada, California, and Pennsylvania.

Mr. Shaffer owned Peak Consulting Engineers, was employed as Capital Projects Manager for Carson City School District and was responsible for the construction of projects associated with the \$25M 2010 Bond initiative. For nearly 20 years prior to that, Mr. Shaffer practiced as a civil and structural engineering consultant for private engineering firms providing professional engineering services to general contractors, developers, owners, local municipalities, counties, and general improvement districts.

Mr. Shaffer has served in local and national engineering and construction industry associations. Locally, Mr. Shaffer is a member of the Northern Nevada Development Authority (NNDA), Nevada Builders Alliance (NBA), and has previously served on the Board of Directors for the Builder's Association of Western Nevada (BAWN). He has also served as a National Member of the National Association of Home Builders (NAHB). He has been a member of the American Society of Civil Engineers, the International Code Council, and the American Public Works Association.

### **Zach Wood**

#### **Survey Technician / Planning Manager**

**Education:** BS, Geography

Mr. Wood recently joined RCI and in part of the RCI Survey Team. Mr. Wood graduated from the University of Nevada – Reno in 2004 with a Bachelor of Science in Geography. His studies included GIS, land use planning, and earth science.

He began his career with the Alpine County, California planning department where he served as Planning Technician, Planner I, Planner II, and Planner III.

As a recent addition to RCI's interdisciplinary team, Zach Wood brings with him a host of relevant experience from nearly 15 years of working for the Alpine County Planning Department for fifteen years. His experience includes preparation of the 2010 Alpine County Municipal Services Review, utility infrastructure planning and project coordination with the Markleeville Public Utility District, and Organized outreach and plan making for multiple districts for a Multi-jurisdictional Hazard Mitigation Plan (Bear Valley Water District, Markleeville Public Utility District, Kirkwood Meadows Public Utility District, Alpine County Unified School District). Mr. Woods also completed analysis of adequate capacity for development projects proposing to create new private utilities or connect to existing services. Mr. Woods experience gives him a thorough understanding of the State and LAFCO regulations and the needs of public utility districts.

He is an active member of the Alpine Watershed Group and serves on the Board of Directors as treasurer/secretary. In addition, he is the founding director of the Alpine Trails Association, a non-profit that continues to improve non-motorized recreation and builds trails in Alpine County.

### **Jill Sutherland, PE** **Senior Engineer**

**Education:** MS, Environmental Engineering, BS, Civil Engineering

**Registrations:** Professional Civil Engineer NV#9719, WY#8392

Ms. Sutherland has been with RCI for over 30 years in the capacity of a Senior Civil and Senior Environmental engineer. Prior to joining RCI, she worked as an engineer for the USDA Forest Service in Wyoming, Utah, Nevada, and Oregon. During that period, she also obtained a Master's Degree from the Environmental/Civil Engineering Department at Oregon State University. Her design experience focuses on wastewater and water systems, erosion control, and discharge treatment/containment.

Community Source Water Protection - Ms. Sutherland is the project manager for this multi-year contract under the State of Nevada's Integrated Source Water Protection Program (Wellhead Protection). Ms. Sutherland has evaluated all of Carson City's wells

and surface intakes in coordination with development and adoption of the Carson City's Source Water Protection Plan. County-wide management plans to protect public drinking water sources have been developed for the public water systems in Carson City, Lyon County, Humboldt and Churchill Counties and she is currently working on Washoe County. These projects demonstrate her thorough knowledge of groundwater hydrology, wells, vulnerability assessments, and drinking water quality.

### **JoAnne Michael, CPESC, QSP/QSD** **Environmental Specialist**

**Education:** MS, Environmental Science, BS, Biology & Environmental Studies

**Registrations:** Certified Professional in Erosion and Sediment Control (CPESC), Qualified SWPPP Developer and Qualified SWPPP Practitioner (QSD/QSP)

Ms. Michael has worked within the environmental arena since 1999 on projects ranging from individual residential parcel development to development of large community plans, linear transportation and utility projects, and ski resort improvements. Ms. Michael provides expertise in biological resource surveys and impact assessments for sensitive plants and wildlife, delineations of waters of the United States, and noxious weed surveys. Using her knowledge of these natural resources, Ms. Michael has become an expert in permitting under the Clean Water Act Section 404 and 401, as well as state water resource regulations and permitting in both Nevada and California. Ms. Michael also has experience preparing Biological Evaluations/Biological Assessments and works closely with federal agencies to facilitate ESA Section 7 consultations. Ms. Michael routinely contributes to and authors NEPA and CEQA reviews, helping her clients to minimize project impacts and obtain necessary permits in an efficient and expedient manor. Ms. Michael is experienced in working with state and federal agencies to comply with individual agency regional management plans, policies, and guidelines

Ms. Michael has recently become a Certified Professional in Erosion and Sediment Control (CPESC). CPESC is the only professional certification recognized by the EPA whose professionals are designated as qualified to prepare stormwater pollution prevention plans (SWPPPs).



Additionally, JoAnne has obtained certification as a Qualified SWPPP Practitioner (QSP) and a Qualified SWPPP Developer (QSD). This professional certification is required by the State of California to prepare and oversee implementation of Stormwater Pollution Prevention Plans required under the California Construction General Permit.

### **Presley Cochran, EI** **Staff Engineer**

**Education:** BS, Civil Engineering

**Registrations:** Engineering Intern (EIT) #62050

Presley graduated from The University of Alabama in 2017, with a Bachelor of Science degree in Civil Engineering and a specialty in Environmental and Water Resources Engineering. She grew up in southeast Texas, moved to Alabama for college, and ultimately decided to move to Lake Tahoe after graduation to begin her career.

Presley has been working at RCI since graduating. Overseen by Principal and Senior Engineers, Presley is involved in every aspect of projects from conceptual development and permitting all the way through final design and construction.

Presley enjoys working in Carson City and Lake Tahoe because of the beautiful and unique environments they provide. Presley's experience in engineering design includes: conceptual plan development, residential development, commercial development, county/state engineering and environmental permitting, TRPA Permitting, BMP design and monitoring, Emergency Action Plans, Percolation testing & septic system designs, agency plan reviews, construction documents and administration, drainage studies, FEMA elevation certificates, and ADA compliance.

### **Alaina Russky** **GIS & Survey Technician**

**Education:** BS Geology, BS Land Surveying & Geomatics (In-progress)

Ms. Russky is an experienced Laboratory Technician with a demonstrated history of working in the mining and materials industry. She is skilled in Data Analysis, Microsoft Office, Customer Service, and Mapping

Technologies. She is a strong research professional with a bachelor's degree focused in Geology and minored in Geography with an emphasis in ArcGIS, from the University of Nevada Reno. She is currently a student with Great Basin College pursuing a bachelor's degree in Land Surveying and Geomatics while gaining more field experience as a Mapping and Survey Technician.

Areas of expertise include:

- Microsoft Office Suite
- ESRI ArcMap and Arc Catalog
- Carlson CAD and Civil 3D.

### *Subconsultant Personnel*

### **Sandra Bauer** **Planning & Environmental Specialist**

**Education:** MA, Social Ecology, BA, Social Ecology

### **Professional History**

#### **1988 - Present**

Bauer Planning & Environmental Services, Inc.,  
Founder & Co-owner

#### **1982 - 1988**

Michael Brandman Associates, Principal and Co-founder

#### **1976 - 1982**

Phillips Brandt Reddick, Senior Environmental Planner

#### **1974 - 1976**

Westec Services, Inc., Project Manager

### **Publications**

BES was established by Sandra Bauer in 1988 to provide environmental and demographic services to public agency and private sector clients. Ms. Bauer's background includes Master's and Bachelor's Degrees from University of California at Irvine in environmental studies, and 47 years of professional environmental consulting experience.

In 1982, Ms. Bauer co-founded Michael Brandman Associates, a major California environmental consulting organization, and served as a partner of that firm until establishing BES in March of 1988.

Ms. Bauer is past Treasurer of the statewide Association of Environmental Professionals (AEP), served as a member of the National Water Research Institute Task Force, acted as Secretary of the Malibu Creek Watershed Natural Resource Plan Executive Committee, and is past President of the Los Alisos

Water District Board of Directors on which she served between 1984 and 1995.

She has been guest speaker at a wide range of educational institutions and conferences, and was recipient of the AEP 2000 Award for Outstanding Environmental Analysis. University of California, Davis, University Extension Publication, Storm Runoff Quality and Best Management Practices, October 1994. Authored Section III (“Water Quality Issues”) and Section VI (“The State of California Best Management

Over the past 40 years, Ms. Bauer has prepared numerous specific plans and planned community texts as well as Sphere of Influence studies, feasibility reviews and successful grant applications. Projects have included economic development planning, Housing, Circulation & Land Use Elements, residential and water resource boundaries, annexation and reorganization studies, sand and gravel studies and permitting and ordinances (including an award from the Department of Conservation for work on the Lake Forest Sand and Gravel Ordinance during the 1990s), use permits and entitlement processing, and airport land use compatibility assessments. Ms. Bauer has also served as a temporary staff planner at two cities and provided a range of planning assistance services.

### **Professional Affiliations**

Los Alisos Water District (LAWD), Board of Directors, 1984-1996

President of the LAWD Board of Directors, 1995-1996

California Association of Environmental Professionals, Member, past State Association Treasurer, and past Editor of Orange County Chapter Newsletter

Las Virgenes Municipal Water District Water Leadership Forum, 1997 to 2003

Orange County Water Association, Member

National Water Research Institute, past Task Force Member

Comprehensive Malibu Creek Watershed Plan, past Executive Committee Secretary

Resource Conservation District of Santa Monica Mountains, Assistance to Board of Directors in Strategic Plan Development (2004)

Water Emergency Response of Orange County (WEROC) volunteer, 2009-2014



## SECTION 2: PROPOSED APPROACH

*Our multidisciplinary teams create comprehensive solutions using our diverse areas of expertise.*

The following describes the work required to prepare

### Phase 1. Baseline Survey and Outreach to Existing Special Districts

1. Compile and review existing data. RCI will coordinate with Mono County Community Development to identify special districts of interest, and Mono County special districts. RCI will make introductions with key personnel and obtain vital contact information of each special district, establishing a network of communication.

2. As available, RCI will collect, compile, and review existing documentation of each district's existing facilities, organizational and management structures, financing, service area boundaries, current/on-going projects, and long-term planning documents, for each special district.

The data will be summarized in tabular form and provided to the County digitally.

Examples of the required information to be provided by Mono County or the district:

#### *Organization and management*

- Powers and authorities original documents
- Organizational chart
- District policies

#### *Finance*

- Annual budgets or audits
- Rate and fee schedules

#### *Capacity*

- Count of customers, connections, dwelling units
- State permitted capacity

#### *Current projects*

- Maintenance program
- Repair and maintenance problem areas
- Descriptions of recent projects

#### *Planning documents*

- Capital Improvement Plan
- Long-term planning documents

#### *Existing infrastructure*

- System schematics, maps, or models
- District property, easement maps
- District assets

3. Identify, and develop relationships with the local development community, including potential private developers interested in collaborative efforts in addressing housing needs.

RCI will arrange one (1) in person (or virtual) meeting with each special district's key personnel or managers to gather information and discuss district's needs.

4. RCI will evaluate and assess each identified specific district, the existing condition and capacity of the system and operation, identify and map the jurisdictional boundaries and sphere of influence this



information will be provided to the County for use in planning an updated MSR.

#### *Phase 1 Deliverable:*

- Summary Report of Existing Conditions and Capacity of Mono County Special Districts Providing Water, Sewer, and Fire Protection Services.
- RCI will summarize the information needed to update each special district municipal review report, but revisions to report is not part of this scope of work.

### **Phase 2. Potential Housing Development and Service Capacity Analysis for Key Housing Element Sites**

1. RCI will perform a more thorough investigation of infrastructure barriers and opportunities within the Bridgeport, Crowley Lake, June Lake, and Lee Vining communities, and the opportunity sites identified in the Housing Element. RCI will evaluate and determine the allowable development densities for vacant parcels within the districts based on current land use designation and zoning. RCI will assess the barriers to development based on the existing district capacity and funding mechanisms identified in Phase I.
2. The investigation will include and evaluate multi-family housing, and the potential to support increased housing density.
3. RCI will perform analysis of current ADU regulations and the potential to support increased ADU density above state law requirements.

#### *Phase 2 Deliverables:*

- Special District Needs Assessment Summary Report for Bridgeport, Crowley Lake and June Lake and Lee Vining, including opportunity sites.

### **Phase 3. Capacity Improvement Plan for Special Districts**

Phase 3 Capacity Improvement Plans (CIP) will focus on the special districts abilities to provide service to the communities and increase density that are the focus of Phase 2, including opportunity sites identified in the Housing Element. The goals of the plan(s) are to identify a set of priority areas for development of family housing units to meet the assessed needs of the County based on the most efficient and cost effective means, and potentially increase density as identified in Phase 2.

To achieve these goals, RCI will:

1. Review existing conditions.
2. Create planning level cost estimates of projects to extend or expand services to serve different types of housing development at inventory sites.
3. Based on planning level cost estimates provide cost of service and rate design analysis recommendations with supporting documentation.

#### *Phase 3 Deliverables:*

- Administrative draft CIP.
- Capacity Improvement Plan for the focus communities and opportunity sites identified in the Housing Element. Countywide recommendations related to capacity issues, and housing opportunities for community water and sewer systems.

#### **Assumptions:**

RCI assumes the appropriate special districts to be included in the needs assessment are the following fifteen (15) sewer, water, and fire protection districts:

- Antelope Valley Fire Protection District
- Birchim Community Services District
- Bridgeport Fire Protection District
- Bridgeport Public Utility District
- Chalfant Valley Fire/Community Services District
- Hilton Creek Community Services District
- June Lake Fire Protection District
- June Lake Public Utility District
- Lee Vining Fire Protection District
- Lee Vining Public Utility District
- Long Valley Fire Protection District
- Mono City Fire Protection District
- Paradise Fire Protection District
- Wheeler Crest Community Services District
- Wheeler Crest Fire Protection District
- White Mountain Fire Protection District

It is anticipated that the focus of the evaluation and planning analysis of capacity improvements to support affordable housing development will be limited to the applicable special districts and mutual water companies within the focus communities and opportunity sites identified in the Housing Element.



## SECTION 3: PROJECT EXPERIENCE

*We are passionate about helping our clients and communities to succeed.*

RCI prides itself on completing all our projects within the specified schedules and budgets. Our represented projects are no exception. We accomplish this through ongoing and thorough client communication throughout each project, reviewing and understanding local codes and ordinances in advance of our work, developing a concise scope of work with milestones, and providing a thorough and detailed internal QA/QC of all our work.

Controlling costs, maintaining project schedules, and maintaining a high quality of work are directly related to the development of a clear and thorough scope of work at the start of the project and good communication between RCI and Mono County throughout the project. RCI is well versed in scoping projects, identifying permitting requirements and time frames, developing, and achieving realistic schedules and managing project budgets.

Client Reference	Project Description
Minden Gardnerville Sanitation District Peter Baratti, District Manager peter@mgsddistrict.org 775-782-3546	<p><b><i>District Engineer (1978 – Ongoing)</i></b>            As District Engineer for the Minden-Gardnerville Sanitation District (MGSD) since 1978, Resource Concepts, Inc. has been involved in numerous projects related to collection, treatment and disposal of wastewater. We have been involved in significant sewer line rehabilitation projects during this period, many of which were funded by EPA Grants. RCI has performed all work including initial planning, completing grant applications, design, permitting, bidding and contractor selection, surveying, document review, construction management, and inspection and testing. We also completed all work for the planning, design, funding, and implementation of construction for MGSD’s treated effluent storage reservoirs and land application system.</p>
Gardnerville Water Company Mark Gonzales, Engineer/Manager 775-782-2339 markg@gardnervillewater.org	<p><b><i>Various Water System Projects (1992-Ongoing)</i></b>            RCI engineering staff reviews all proposed improvement plans within their service area for compliance with County Code of Ordinances, maintains system mapping and condition, assist with rehabilitation priority projects, construction administration, and complete all system water modeling.</p>
Mono County Community Development Wendy Sugimura, Director 760-924-1814 wsugimura@mono.ca.gov	<p><b><i>Environmental Services (2012 – ongoing)</i></b>            RCI has assisted Mono County on numerous environmental reviews and permitting projects since 2012 including: CEQA reviews for General Plan amendments for recreation in Bridgeport, environmental analysis for cannabis farms in Antelope Valley, trail planning and design at June Lake, and aquatic resource delineation and permitting near Mono Lake. RCI currently holds an on-call contract for planning and environmental consulting services to be provided on an as-needed basis.</p>

Client Reference	Project Description
<p>Nevada Dept of Environmental Protection Kim Rigdon, ISWPP Manager 775-687-9503 krigdon@ndep.nv.gov</p>	<p><b><i>Integrated Source Water Protection Plan (2012-Ongoing)</i></b> RCI is assisting the municipal agencies and public water systems in the Truckee Meadows and greater Washoe County area in developing a joint Community Source Water Protection and Watershed Management Plan. The project includes delineation of protection areas around public drinking water sources and identification of management strategies to protect those sources in the future. The RCI team coordinates community technical teams and assists with delineating the source water protection areas. RCI also assists the communities in developing source water protection strategies for protection against potential contaminant sources. In addition, RCI assisted the counties of Carson City, Lyon, Churchill and Humboldt in developing Community Source Water Protection Plans. The projects included delineating protection areas around public drinking water sources and identifying management strategies to protect those sources from contamination. RCI coordinated community technical teams, assisted with delineating the source water protection areas, developed source water protection strategies for protection against potential contaminant sources.</p>
<p>Kirkwood Mountain Resort and PUD Kelly Keith 209-258-6000 kkeith@vailresorts.com</p>	<p><b><i>Kirkwood Environmental Engineering Services (2003 – on-going)</i></b> RCI has worked extensively at Kirkwood Mountain Resort and the Kirkwood Meadows Public Utility District since 2003. RCI's Kirkwood projects have included: Kirkwood On-mountain Utility Line Upgrades for Kirkwood Mountain Resort, Kirkwood PUD's Powerline Reliability Project for installation of 28-miles of buried power line, and design of Water Quality improvement projects.</p>
<p>Carson City School District Richard Stokes, Superintendent (775) 283-2100 rstokes@carson.k12.nv.us</p>	<p><b><i>Bond &amp; Capital Improvements</i></b> RCI has been the Carson City School District civil engineering representative since 1999. We provided planning, permitting, civil design, surveying, inspection and testing, and construction management on four voter-approved bond initiatives and multiple Capital Improvement projects totaling over \$90M. These bond projects required simultaneously permitting and designing multiple district schools and facilities, and include NDOT right of way permitting. Our ability to successfully complete every project within budget and schedule is a testament to our 21-year professional relationship.</p>
<p>Nevada Fires Safe Council Ryan Shane, Resource Program Manager Nevada Division of Forestry rshane@forestry.nv.gov 775-684-2511</p>	<p><b><i>Nevada Statewide Wildfire Risk /Hazard Assessment Project (2004-2005)</i></b> RCI completed 239 wildfire risk and hazard assessments for communities-at-risk in all 17 Nevada counties. RCI created a multi-disciplinary review team to compile existing data and collect additional data in order to assess wildfire hazards and risks at the wildland-urban interface.</p>
<p>Pineview Estates, HOA Larry Rice, Board Member Pine View Estates Homeowners Association (PVEHOA) (775) 901-7611 ljricelv@gmail.com</p>	<p><b><i>Preliminary Engineering Report and Environmental Report – Wastewater System Improvements (9/2014 – 5/2015)</i></b> As part of the USDA application, PVEHOA retained RCI to prepare the USDA required Preliminary Engineering Report and Environmental Report USDA Rural Development Water and Waste Disposal Loan and Grant Program.</p>
<p><b>Bauer Planning &amp; Environmental Services (BP&amp;ES) Representative Projects</b></p>	
<p>City of Bishop Planning Department Elaine Kabala, Planning Director 760-873-8458 ekabala@cityofbishop.com</p>	<p><b><i>City of Bishop General Plan Housing Element (2019 – 2027 Update)</i></b> BP&amp;ES assisted the City of Bishop Planning Department in preparation of the General Plan Housing Element Update that identifies and analyzes existing and projected housing needs set forth by the City's goals and policies.</p>
<p>Mono County Community Development Wendy Sugimura, Director 760-924-1814 wsugimura@mono.ca.gov</p>	<p><b><i>County of Mono Regional Transportation Plan &amp; General Plan Update Environmental Impact Report (2014-2015)</i></b> Bauer Planning &amp; Environmental Services assisted Mono County Community Development in the preparation of the Notice of Preparation, Draft Environmental Impact Report (EIR), Response to Public Comments, and the Finale EIR. BP&amp;ES coordinated necessary biological resource surveys and supporting documentation.</p>





## SECTION 4: PROJECT BACKLOG & CAPACITY

*RCI helps transform the communities in which we live and improve quality of life.*

RCI prides itself on completing all our projects within the specified schedules and budgets. Our represented projects are no exception. We accomplish this through ongoing and thorough client communication throughout each project, reviewing and understanding local codes and ordinances in advance of our work, developing a concise scope of work with milestones, and providing a thorough and detailed internal QA/QC of all our work.

Controlling costs, maintaining project schedules, and maintaining a high quality of work are directly related to the development of a clear and thorough scope of work at the start of the project and good communication between RCI and Mono County throughout the project. RCI is well versed in scoping projects, identifying permitting requirements and time frames, developing, and achieving realistic schedules and managing project budgets.

RCI is currently keeping busy and well utilized with current projects, many of which will be coming to an end within the next couple of months. RCI understands the need to program this project for success by early planning and schedule development. RCI will prioritize this project to be and completed within the desired time frame. RCI understands that the difficulty in meeting and communication has slowed the pace of communication in the past year and recent months.

Therefore, RCI has invested in technology and system to promote effective remote meetings and file sharing. RCI's IT department will be quick to assist with data transfers and other communication deliverables as needed. We expect that a close monitoring and organization of team communication will be necessary to complete this project within the funding deadlines.

An initial coordination effort will be conducted wherein RCI will work with the County to develop a project schedule considering the funding sources with the required deadlines and critical targets. This scheduling effort will consider local and county meeting schedules and timing of possible noticing for public meetings, presentations, and decisions.



# Bauer Planning & Environmental Services, Inc.

## SECTION 5: SUBCONSULTANTS

*Our team of professions is dedicated to enhancing our communities through sustainable, innovative and efficient planning!*



Bauer Planning & Environmental Services, Inc. (BPES) has been an expert in planning and demographic studies within California since 1988. Ms. Bauer has prepared numerous specific plans and planned community texts as well as Sphere of Influence studies and feasibility reviews. Projects have included economic development planning, Housing, Circulation & Land Use Elements, residential and water resource boundaries to name a few. Ms. Bauer has also served as a temporary staff planner for two cities in CA, providing a range of planning assistance service. Recent relevant projects include:

- City of Bishop Housing Element Update 2021-2029
- 2015 County of Mono Regional Transportation Plan, General Plan, Countywide Integrated Waste Management Plan, and Noise Ordinance Updates; and Repeal of the Conway Ranch Specific Plan. Final EIR. SCH#2014061029. Prepared for Mono County Community Development Department. December 2015.

Over the past 40 years, Ms. Bauer has prepared numerous specific plans and planned community texts as well as Sphere of Influence studies, feasibility reviews and successful grant applications. Projects have included economic development planning, Housing, Circulation & Land Use Elements, residential

and water resource boundaries, annexation and reorganization studies, sand and gravel studies and permitting and ordinances (including an award from the Department of Conservation for work on the Lake Forest Sand and Gravel Ordinance during the 1990s), use permits and entitlement processing, and airport land use compatibility assessments. Ms. Bauer has also served as a temporary staff planner at two cities and provided a range of planning assistance services.

### Summary of Professional Services

#### *Environmental Analyses*

- Environmental Impact Reports and Statements
- Environmental Feasibility Studies and Alternatives Screening
- Negative Declarations, Mitigated Negative Declarations & Exemptions
- Public Participation Programs and Scoping Sessions
- Findings and Statements of Overriding Consideration
- Mitigation Monitoring Programs
- Peer Review of CEQA Documentation

#### *Water Resource and Specialized Studies*

- Watershed Studies and Best Management Practices Programs
- NPDES Permits and Reporting Compliance
- Potable Water, Reclaimed Water, and Wastewater Resource Analyses
- Specific Plans and Planned Community Texts
- Sphere of Influence, Annexation and



## Reorganization Studies

- Entitlement-to-Use Processing and Permits
- Sand and Gravel Zoning, Reclamation and Extraction Permitting
- Airport Land Use Compatibility Assessments
- Municipal Planning Assistance

## Planning and Demographic Studies

- Specific Plans
- Overall General Plan and Housing Element Updates
- Project-Related Secondary and Growth Impact Assessments
- Population, Housing and Employment Forecasts
- Affordable Housing Programs
- Growth Monitoring Assessments
- Socioeconomic Studies

## Client References

### City and County Governments

City of Bishop  
Elaine Kabala, Planning Director  
Ron Phillips, City Manager

Mono County Planning Department  
Wendy Sugimura, current Planning Director

### Water and Resource Agencies

Orange County Water District  
Greg Woodside, current Executive Director of Planning and Natural Resources

Mammoth Community Water District  
Dennis Domaille, current Board Member

## Professional Experience

- **Housing Elements and Affordable Housing Studies:** Completed the 2004, 2009, 2014 and 2021 Housing Element updates for the City of Bishop in the northern Owens Valley, including CEQA documentation. Developed a comprehensive affordable housing program for 12,000-unit Plano Trabuco new community in southeast Orange County. The program integrated Orange County's affordable housing requirements with onsite and local employment opportunities,

and design preferences of newly evolving sections of the housing market. Also prepared an affordable housing program tailored to the unique requirements of Coto de Caza in the foothills of Cleveland National Forest in Orange County.

- **Population Forecasting:** Conducted demographic analyses assessing buildout population, housing, and employment in the combined 75,000-acre service areas of the Las Virgenes Municipal Water District and Triunfo Sanitation District Joint Venture, in the rapidly developing Santa Monica Mountains/Ventura County Region. This 1996 study used a modified Delphi analytic technique with extensive interviews of public and private sector experts in planning and development. Results supported Regional Facility Expansion IV, and met AQMD requirements for Rule 1179 consistency review. Prepared build-out population and housing forecasts for La Plata County, Colorado (1978), and long-term population growth projections for the North East Orange County Circulation Study in California (1980). Completed an independent Population Growth and Development Activity Report for Triunfo Sanitation District (1996), and updated the LVMWD projections in 1997.
- **Military Use Zone Study:** Prepared an Installation Compatible Use Zone assessment for the Army Corps of Engineers assessing the influence of regional community conditions on long-range operations of Fort Irwin National Training Center, in the Mojave Desert. Key issues included entitlements to a local groundwater basin, fluctuations in off-base housing demand and cost of supply, local industry forecasting of product and service demands, and training conflicts with desert biota and cultural resources.
- **Multidisciplinary Growth Studies:** Conducted a multidisciplinary growth options analysis for Aliso Water Management Agency, assessing inter-regional effects of a growth moratorium imposed via wastewater outfall limitations. Evaluated air quality, affordable housing and vehicle miles traveled in a 3-county area, including Orange, Riverside and Los Angeles counties. The analysis was presented to the Air Resources Board and contributed to a termination of the flow limits imposed by that agency.



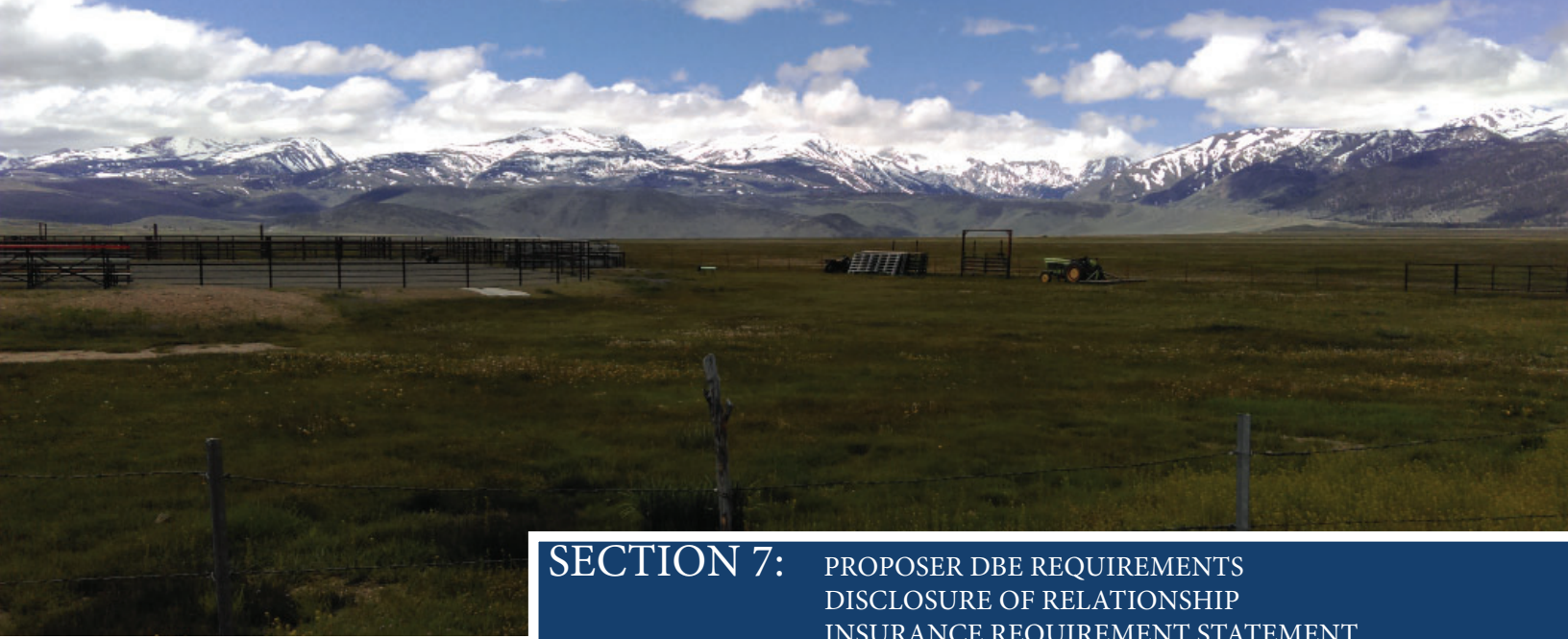
## SECTION 6: NOT-TO-EXCEED COST PROPOSAL

*Our clients trust us with their resources and we are careful stewards of that trust.*

<b>PROJECT PHASES AND TASKS</b>	<b>HOURS</b>	<b>DIRECT WAGE RATE (AVERAGE)</b>	<b>OVERHEAD 173%</b>	<b>PROFIT 10%</b>	<b>PROJECT BILL RATE</b>	<b>PROJECT COST</b>
<b>A. Outreach and Communication and Coordination</b>						
Project Principal	26	\$72	\$124	\$20	\$215	\$5,583
Project Manager	160	\$62	\$107	\$17	\$186	\$29,790
Project Planner	202	\$45	\$78	\$12	\$135	\$27,297
Staff Engineer	32	\$48	\$83	\$13	\$144	\$4,613
GIS Technician	60	\$30	\$52	\$8	\$90	\$5,405
Sub-Consultant (Reimbursable)		\$2,500			115%	\$2,875
<b>Phase Subtotal</b>	<b>468</b>					<b>\$77,455</b>
<b>B. Needs Assessment and Barriers Evaluation</b>						
Project Principal	44	\$72	\$124	\$20	\$215	\$9,447
Project Manager	101	\$62	\$107	\$17	\$186	\$18,805
Project Planner	120	\$45	\$78	\$12	\$135	\$16,216
Staff Engineer	160	\$48	\$83	\$13	\$144	\$23,063
GIS Technician	144	\$30	\$52	\$8	\$90	\$12,973
Administrative and Word Processing	30	\$28	\$48	\$8	\$84	\$2,523
Sub-Consultant (Reimbursable)		\$2,500			115%	\$2,875
<b>Phase Subtotal</b>	<b>555</b>					<b>\$85,902</b>

<b>PROJECT PHASES AND TASKS</b>	<b>HOURS</b>	<b>DIRECT WAGE RATE (AVERAGE)</b>	<b>OVERHEAD 173%</b>	<b>PROFIT 10%</b>	<b>PROJECT BILL RATE</b>	<b>PROJECT COST</b>
<b>C. Capacity Improvement Plan, Recommendations</b>						
<b>Project Principal</b>	58	\$72	\$124	\$20	\$215	\$12,453
<b>Project Manager</b>	104	\$62	\$107	\$17	\$186	\$19,363
<b>Project Planner</b>	168	\$45	\$78	\$12	\$135	\$22,703
<b>Staff Engineer</b>	48	\$48	\$83	\$13	\$144	\$6,919
<b>GIS Technician</b>	24	\$30	\$52	\$8	\$90	\$2,162
<b>Administrative and Word Processing</b>	60	\$28	\$48	\$8	\$84	\$5,045
<b>Sub-Consultant (Reimbursable)</b>		\$2,500			115%	\$2,875
<b>Phase Subtotal</b>	<b>462</b>					<b>\$71,521</b>
<b>Miscellaneous</b>						
<b>Estimated Mileage</b>	2000	\$0.76			\$0.76	\$1,520
<b>Copy and Printing (Color Maps)</b>	45	\$12.00			\$12.00	\$540
<b>Copy and Printing (Black and White)</b>	100	\$3.00			\$3.00	\$300
<b>Copy and Printing (Black and White)</b>	1500	\$0.20			\$0.20	\$300
<b>Travel and Per Diem (days)</b>	6	\$250.00			\$250.00	\$1,500
<b>Copy and Printing (Black and White)</b>	1500	\$0.20			\$0.20	\$300
<b>Miscellaneous Phase Subtotal</b>						<b>\$4,460</b>
<b>Total Not to Exceed Project Costs =</b>						<b>\$237,445</b>





## SECTION 7: PROPOSER DBE REQUIREMENTS DISCLOSURE OF RELATIONSHIP INSURANCE REQUIREMENT STATEMENT

*RCI excels at working collaboratively to produce results that exceed expectations and meet regulatory requirements.*

### *Local Agency Proposer DBE Requirements*

Upon award and through completion of the project, Resource Concepts, Inc. will follow applicable federal-aid requirements and shall complete and submit with the agreement the

- Local Agency Proposer DBE Information (Consultant Contracts) (LAPM 10-02)
- Any other relevant forms required during the project.

### *Disclosure of any financial, business, or other relationship which RCI has with Mono County*

Resource Concepts, Inc. is currently on Mono County's On-Call Architect - Engineering list.

### *General statement on the ability to meet the minimum insurance requirements*

Resource Concepts, Inc. will meet the minimum insurance requirements listed below:

- General Liability: \$2 million combined single limit per occurrence. An additional insured endorsement applying to the County of Mono will be required upon contract award.
- Automobile Insurance: \$1 million combined single limit per occurrence.
- Professional Errors and Omissions Liability Insurance: \$1 million each occurrence/\$1 million policy aggregate.
- Workers Compensation: in the legally required amount for employees engaged in the work.



## SECTION 8: ADDITIONAL INFORMATION

*Repeat business demonstrates that RCI has earned our clients respect and confidence.*

RCI has worked in cooperation with multiple municipalities and local, State, and Federal agencies to prepare the necessary supporting documentation for accurate assessment of existing conditions and identification of potential impacts to sensitive resources. This includes coordination with the following entities: Town of Mammoth Lakes, Mono County Community Development, California Department of Fish and Wildlife, the Lahontan Regional Water Quality Control Board, U.S. Forest Service, Bureau of Land Management, and Army Corps of Engineers.

RCI performs work in Mono County and is very familiar with the varied eastern Sierra climate. Designs in rugged, mountainous terrain such as Mammoth Lakes requires an understanding and respect for snowfall. Successful projects must take into account snow removal, site and building accessibility for vehicles and pedestrians, wind patterns and micro-climates.

RCI has spent more than 40 years designing in this eastern Sierra region which includes Mono County, Lake Tahoe Basin, Heavenly Valley Ski Resort, Kirkwood Ski Resort, Squaw Valley and others. RCI's client longevity illustrates our ability to manage the geography and climate conditions of Mono County.

As a recent addition to RCI's interdisciplinary team, Zach Wood brings with him a host of relevant experience from nearly 15 years of working for the Alpine County Planning Department for fifteen years. His experience includes preparation of the 2010 Alpine County Municipal Services Review, utility

infrastructure planning and project coordination with the Markleeville Public Utility District, and Organized outreach and plan making for multiple districts for a Multi-jurisdictional Hazard Mitigation Plan (Bear Valley Water District, Markleeville Public Utility District, Kirkwood Meadows Public Utility District, Alpine County Unified School District). Mr. Woods also completed analysis of adequate capacity for development projects proposing to create new private utilities or connect to existing services. Mr. Woods experience gives him a thorough understanding of the State and LAFCO regulations and the needs of public utility districts.





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 10, 2022

**Departments: Sheriff**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sheriff Ingrid Braun

**SUBJECT** Agreement with California  
Department of Corrections and  
Rehabilitation

---

### AGENDA DESCRIPTION:

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

Proposed agreement with the California Department of Corrections and Rehabilitation (CDCR) for the provision of housing and services to Mono County offenders.

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### RECOMMENDED ACTION:

Approve, and authorize Sheriff Ingrid Braun to sign, contract with California Department of Corrections and Rehabilitation for housing and services to Mono County offenders for the period July 1, 2022, through June 30, 2025, and a not-to-exceed amount of \$84,392.

---

### FISCAL IMPACT:

Any financial impact would depend upon the utilization of the contract. The Sheriff's Office did not utilize CDCR bed space through the prior contract over the five year term. Should a need arise to utilize this contract, budgeted funds from Jail Medical Services (impacting the General Fund and potentially budgeted) or the Community Corrections Partnership (not impacting the General Fund and not currently budgeted) would be used. This contract limits cost of housing and care of applicable inmates. Mono County would be responsible for costs associated with providing third party medical care to offenders.

---

**CONTACT NAME:** Ingrid Braun

**PHONE/EMAIL:** 7609327549 / [ibraun@monosheriff.org](mailto:ibraun@monosheriff.org)

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[Staff Report](#)

[Contract](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/21/2022 11:47 AM	County Counsel	Yes
4/26/2022 5:00 PM	Finance	Yes
5/6/2022 4:26 PM	County Administrative Office	Yes

**MONO COUNTY**  
**SHERIFF**  
*A Commitment to Community Safety and Service*



**Ingrid Braun**  
Sheriff-Coroner

**MONO COUNTY SHERIFF'S OFFICE**

**Michael Moriarty**  
Undersheriff

DATE: May 10, 2022  
TO: The Honorable Board of Supervisors  
FROM: Ingrid Braun, Sheriff-Coroner  
SUBJECT: California Department of Corrections and Rehabilitation Bed Space Reimbursement Contract

**RECOMMENDATION:**

Authorize Sheriff Ingrid to execute the Bed Space Reimbursement Contract with the California Department of Corrections and Rehabilitation (CDCR).

**DISCUSSION:**

Mono County is designated by the CDCR as having limited access to health care services. Due to that status, the State of California, through the CDCR, offered to enter into an agreement with the County whereby CDCR will house and care for County inmates with serious medical conditions that would otherwise pose a substantial burden on the County's financial resources. The County decides if it will request a particular inmate to be transferred to State custody pursuant to this contract.

The contract requires the County to pay a day rate of \$77.00 for each County inmate housed by CDCR, capped at a maximum of \$84,392.00 over the term of the contract. The term of this contract is July 1, 2022, through June 30, 2025. This is a renewal of a previously agreed to contract that expires on June 30, 2022.

**FINANCIAL IMPACT:**

Any financial impact would depend upon the utilization of the contract. The Sheriff's Office did not utilize CDCR bed space through the prior contract. Should a need arise to utilize this contract, budgeted funds from Jail Medical Services or the Community Corrections Partnership would be used.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "IB", written over a light blue horizontal line.

Ingrid Braun  
Sheriff-Coroner

Attachment: CDCR Agreement



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>C5610704</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
-------------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
California Department of Corrections and Rehabilitation

CONTRACTOR NAME  
Mono County Sheriff's Department

2. The term of this Agreement is:

START DATE  
July 1, 2022

THROUGH END DATE  
June 30, 2025

3. The maximum amount of this Agreement is:  
\$(84,392.00)

Eighty Four Thousand, Three Hundred Ninety Two Dollars and Zero Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	9
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B-1	Rate Sheet	1
+ - Exhibit C *	General Terms and Conditions (GTC 04/2017)	*
+ - Exhibit D	Special Terms and Conditions for Public Entity Agreements	14
+ - Exhibit E	Business Associates Agreement (HIPAA)	11
+ - Exhibit F	CDCR 2301- PREA Policy Information for Volunteers and Contractors	3
+ - Attachment 1	Document Checklist for County Offenders	1

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

*These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
Mono County Sheriff's Department

CONTRACTOR BUSINESS ADDRESS P.O. BOX 616	CITY Bridgeport	STATE CA	ZIP 93517
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PRINTED NAME OF PERSON SIGNING INGRID BRAUN	TITLE Sheriff
--	------------------

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER C5610704	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------------------	---

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation

CONTRACTING AGENCY ADDRESS

9838 Old Placerville Road, Suite B-2

CITY

Sacramento

STATE

CA

ZIP

95827

PRINTED NAME OF PERSON SIGNING

KEVIN ARREDONDO

TITLE

Section Chief (A), SCS

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

## **Correctional Institutions Bed Space**

### **I. INTRODUCTION**

This Contract is entered into between the **State of California Department of Corrections and Rehabilitation** (hereinafter "STATE" or "CDCR") and **Mono County Sheriff's Department** (hereinafter "COUNTY"). The COUNTY requires correctional bed space and services for COUNTY Offenders due to the STATE and COUNTY realignment of responsibility for the housing of low level offenders; CDCR operates or has access to institutions throughout the state deemed suitable by the COUNTY for the housing and care of COUNTY Offenders and has the lawful authority to enter into this Contract and perform or have performed the required services as set forth herein; in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

### **II. DEFINITIONS**

**CCHCS** – means the California Correctional Health Care Services - a state entity responsible for medical care for California's state prison population which is in receivership and under federal jurisdiction. All STATE medical employees are CCHCS employees and report to the Receiver.

**CCR Title 15** - means the California Code of Regulations, Title 15, "Crime Prevention and Corrections".

**Community Hospital** – means care received in a free standing, non-correctional hospital, including any and all physician or consulting professional services provided to the COUNTY Offender in the hospital.

**Contract** – means this Agreement.

**Department/CDCR** – means the California Department of Corrections and Rehabilitation.

**Day** – means calendar day unless otherwise defined in this agreement. If the last day to perform a required act under this agreement falls on a weekend or recognized State holiday and the term day is specifically defined to mean business day for the required act, the last day for performance shall be the next regular business day.

**DOM** – means CDCR Departmental Operations Manual.

**HIPAA** – means the federal Health Insurance Portability and Accountability Act.

**Offender** – means any adult male or female person incarcerated pursuant to applicable California laws, and assigned to a CDCR institution for housing under this Agreement.

**Offender Day** – means each day, including the first day but not the last, that an Offender is admitted to the Prison as determined by the Midnight Count.

### **III. STANDARD CONDITIONS**

#### **Section 3.01 Offender Housing.**

CDCR shall confine and supervise adult male and female COUNTY Offenders that are transferred to CDCR institutions pursuant to the terms and conditions of this Agreement. COUNTY Offenders



shall only be housed in housing units consistent with the COUNTY Offenders' classification and security needs, subject to the criteria set forth in Section 3.02 of this agreement.

The COUNTY's minimum payment shall be based on the number of COUNTY Offenders housed in CDCR institutions, subject to Exhibit B of this Agreement.

**Section 3.02 Selection and Placement Process.**

The COUNTY Offenders to be housed in CDCR institutions shall be determined by CDCR based on available bed space within CDCR institutions.

3.02.1 CDCR shall have sole determination of the suitable placement of COUNTY Offenders in designated CDCR institutions.

3.02.2 COUNTY Offenders assigned to CDCR shall be males and females eighteen years of age or older and must have at least 180 days left to serve.

Upon arrival of any COUNTY Offender to CDCR, the COUNTY shall provide to CDCR, without charge, copies of pertinent data from COUNTY Jail files, commitment or other judicial orders, and healthcare records of each COUNTY Offender to be housed in CDCR. All COUNTY Offender information shall be subject to statutory limitations on disclosure, including but not limited to State privacy laws, and provisions of the federal requirements imposed by the HIPAA or other Federal privacy laws.

A duly authenticated copy of the COUNTY Offender's commitment papers and any other official papers or documents authorizing detention, case file materials and medical/dental/psychiatric records shall be delivered at the same time a COUNTY Offender arrives at CDCR. CDCR may also make reasonable requests for additional papers or documents to be delivered to CDCR. The COUNTY understands that the safe and secure management of CDCR is dependent upon CDCR's receipt of complete Offender files and shall not unreasonably withhold requested documents. See attached Required Documents From County (Attachment 1).

**Section 3.03 Transfer/Delivery of Offenders.**

3.03.1 The COUNTY shall be responsible for the transporting and the costs thereof for the delivery of the COUNTY Offenders to CDCR Reception Centers.

3.03.2 CDCR shall be responsible for the transporting and the costs thereof for transporting the COUNTY Offenders from CDCR Reception Centers to their assigned CDCR institutions.

3.03.3 CDCR shall be responsible for the transporting of COUNTY Offenders to and from outside routine medical services and local court appearances. CDCR will make reasonable efforts to transport COUNTY Offender to and from outside medical and court appearances or to the nearest CDCR institution, utilizing available, routine, and normally scheduled CDCR transportation methods. When routine, normally scheduled transportation methods are unavailable, the COUNTY shall be responsible for costs associated with special transportations.

3.03.4 CDCR is responsible for the transporting and the costs thereof for returning the COUNTY Offender from his/her assigned CDCR institution to CDCR Reception Center for COUNTY retrieval.

3.03.5 The COUNTY shall be responsible for the transporting and the costs thereof for the retrieval of the COUNTY Offender from CDCR Reception Center to the custody of the COUNTY.

The parties agree to cooperate and coordinate the transportation of the COUNTY Offenders so as to minimize the expense associated with such transfers.

**Section 3.04 Offender Funds.**

Funds of an individual COUNTY Offender shall be provided to CDCR within seven (7) business days of the COUNTY Offender's transfer to CDCR. These funds shall be held and managed pursuant to CDCR policies, procedures and practices, which shall be provided to COUNTY prior to the COUNTY Offender's arrival.

**Section 3.05 Offender Work/Program Assignment Payment.**

CDCR shall pay all COUNTY Offenders assigned to the work incentive program Offender wages equal to the amount paid to CDCR Offenders housed at the particular CDCR institution at the time of transfer.

**Section 3.06 Return of Offenders to the County.**

3.06.1 Upon notification by CDCR or COUNTY, COUNTY Offenders will be returned to the custody of the COUNTY pursuant to the terms as set forth in Section 3.03 of this Agreement.

3.06.2 No less than 30 calendar days prior to a COUNTY Offender completing his/her sentence, the COUNTY Offender shall be returned to the COUNTY in accordance with section 3.03. All pre-release processing is the responsibility of the COUNTY.

3.06.3 When a COUNTY Offender returns to the COUNTY, CDCR shall provide that COUNTY Offender's current available Trust balance, in the form of a check made payable to the inmate but addressed to the County, in the amount due the County Offender within seven (7) business days of the COUNTY Offender's transfer unless an alternate location is directed by the COUNTY.

3.06.4 When a COUNTY Offender is identified to return to the COUNTY, CDCR will ensure a Central File is current with documentation to include but not limited to program activities (work, education, etc.), classification endorsement and action, infraction history, and other items deemed necessary by the COUNTY. In addition, the CCHCS will ensure a Unit Health Record is current with relevant medical documentation.

**IV. OPERATION OF PRISON**

**Section 4.01 General Duties.**

The COUNTY Offenders in CDCR shall be confined and supervised in accordance with current CDCR policies. CDCR shall maintain staffing levels at CDCR institutions in accordance with departmental standards and in sufficient numbers and rank to maintain the safety of the public, staff and COUNTY Offenders and to adequately carry out the provisions of this Agreement. CDCR may seek additional reimbursement from the COUNTY in excess of the per diems stated hereunder in instances where CDCR increases services in order to perform the requirements

under this Agreement. Subject to the provisions of this Agreement, CDCR shall provide COUNTY Offenders care and treatment, including the furnishing of routine and emergency health care consistent with current CDCR policies, provide for their physical needs, make available work, education, training and treatment programs, retain them in safe, supervised custody, maintain proper discipline and control, make certain that any applicable court orders are complied with, provide reasonable access to the courts, and otherwise comply with all applicable law. CDCR shall provide case management of COUNTY Offenders consistent with current CDCR policies including classification, disciplinary activity, programming and other Offender activity. COUNTY Offenders shall be provided with a copy of the Title 15 and Prison rules and procedures (orientation guide) upon arrival.

#### **Section 4.02 Medical/Mental Health/Dental.**

COUNTY Offenders shall be provided health care in a manner consistent with the services provided by CDCR under applicable CDCR and CCHCS policies and procedures. The health care services policies and procedures may be accessed via the internet at the following website:

[Health Care Policies & Procedures - CCHCS](#)

All service costs incurred by third party providers (e.g. specialty care physicians, emergency medical treatment and transport and/or Community Hospital-based services) shall be reimbursed by the COUNTY.

All COUNTY Offenders suspected of being sexually assaulted shall be provided medical treatment in accordance with DOM and consistent with CDCR Prison Rape Elimination Act (PREA) protocols.

**Initial Provisioning Of Medications** – At the time of initial transfer, and at the time of any return of a COUNTY Offender to or from a CDCR institution, the COUNTY or CDCR, depending on who is releasing custody at the time of transfer, shall provide at the time the COUNTY Offender is transferred between the custody of COUNTY and CDCR, a seven (7) day supply of any medications prescribed for that COUNTY Offender.

**Health Care Records** – CDCR/CCHCS shall have written policies and procedures to ensure appropriate and confidential management of COUNTY Offenders' health care records and health care information. These policies and procedures shall support standardization of preparation, format, documentation, release and maintenance of the health care record. The health care record created at a CDCR institution is the property of CDCR and a copy of the health care file shall be forwarded to the COUNTY when the COUNTY Offender is transferred from CDCR. Release of information, including copying charges, shall be conducted in accordance with CDCR/CCHCS policy and only upon approval of CDCR/CCHCS.

4.02.1 Costs – The cost of providing medical, mental health or dental services through CDCR/CCHCS staff shall be considered normal costs incidental to the operation of CDCR and is included in the COUNTY Offender per diem rates, except as noted above in Section 4.02.

4.02.2 Billings for services from outside vendors which are the responsibility of COUNTY shall be submitted to COUNTY or designee within thirty (30) days of receipt

4.02.3 Upon return of a COUNTY Offender to the COUNTY, CDCR shall provide the copy of the health records of all health care delivered while under CDCR's jurisdiction, including, but

not limited to all CDCR institution health records, dental records, Community Hospital records, radiology reports and films, consultant reports and laboratory results.

**Section 4.03 Death of an Offender**

- 4.03.1 In the event of the death of a COUNTY Offender, CDCR will immediately notify the COUNTY or designee, local coroner and local law enforcement via telephone and shall have the cause and circumstances of the death reviewed by the coroner of the local jurisdiction. A certified copy of the death certificate and the COUNTY Offender's file and medical records will be forwarded to the COUNTY.
- 4.03.2 CDCR shall furnish all information requested by the COUNTY, and follow the instructions of the COUNTY with regard to disposition of the body. The COUNTY will notify the designated next of kin of the deceased COUNTY Offender, if any, within 24 hours after death.
- 4.03.3 All expenses relative to any necessary preparation, storage, and shipment of the body shall be the responsibility of the COUNTY.
- 4.03.4 CDCR will conduct relevant death and suicide reviews per CDCR policies and procedures. These reviews may be subject to disclosure to outside stakeholders.

**Section 4.04 Offender Work and Programs.**

- 4.04.1 All eligible COUNTY Offenders shall be afforded the opportunity to participate in programs, occupational training, and work at CDCR institutions, unless otherwise medically or administratively precluded. No COUNTY Offender shall participate in any program, training or work outside the fenced CDCR institution unless approved in writing by CDCR.
- 4.04.2 Programs shall include: Educational programs (basic literacy, adult basic education, general educational development, ESL (English as a second language); recreational programs; cognitive behavioral programs; self-help programs (AA/NA); and vocational/technical programs, as available.
- 4.04.3 COUNTY Offenders may be required to work or participate in educational or vocational programs, consistent with current CDCR policy. However, COUNTY Offenders shall not be allowed or required to participate in any training or work contrary to the laws of California.
- 4.04.4 CDCR may dispose of or consume all products produced by any COUNTY Offender participating in work or vocational programs. CDCR will bear all costs and retain all proceeds there from.
- 4.04.5 CDCR shall daily record the actual hours worked/participated for each COUNTY Offender (those in work/programs/education/training) per DOM and per any other policy and procedures. The completed forms shall be forwarded to the COUNTY or designee by the 15<sup>th</sup> of the following month.
- 4.04.6 Participation in hobby craft programs and the sale of hobby craft items shall be in accordance with CDCR policies and regulations.

4.04.7 While the COUNTY Offender is in CDCR custody, CDCR shall be responsible for payment of any benefits for COUNTY Offender workers compensation claims originating while in CDCR custody as required by California law, including, but not limited to, California Labor Code section 3370(a).

**Section 4.05 Religious Opportunity.**

CDCR will provide reasonable time, accommodations, and space for religious services in keeping with CDCR institution security and other necessary institutional operations and activities, as available. Religious services will be provided in accordance with current CDCR policies.

**Section 4.06 Recreation/ Quarterly Packages and Canteen.**

COUNTY Offenders shall be provided indoor and outdoor recreational opportunities on a daily basis except for COUNTY Offenders in lockdown/modified program/Administrative Segregation status. CDCR shall provide recreation for COUNTY Offenders in Administrative Segregation in accordance current CDCR policies.

COUNTY Offenders will be provided with commissary service in accordance with established CDCR policies. CDCR will administer a quarterly package program for COUNTY Offenders in accordance with current CDCR policies.

**Section 4.07 Telephone.**

Access to telephone service shall be provided to COUNTY Offenders in accordance with CDCR policies.

**Section 4.08 Clothing.**

CDCR will be responsible for laundry, repair, and replacement of COUNTY Offender clothing during the COUNTY Offender's incarceration at the Prison to ensure clean clothes on a weekly basis.

Clothing and linen items shall be issued to the COUNTY Offender in accordance with CDCR policies.

**Section 4.09 Meals.**

CDCR will provide all COUNTY Offenders with nutritional meals consistent with established CDCR policies.

**Section 4.10 Mail.**

COUNTY Offenders will be provided with mail service in accordance with current CDCR policies.

**Section 4.11 Visitation.**

COUNTY Offenders will be provided visitation in accordance with current CDCR policies.

**Section 4.12 COUNTY Offender Property.**

COUNTY Offenders shall be allowed to possess personal property in accordance with current CDCR policies. The CDCR will follow policies on the disposition of authorized personal property.

**Section 4.13 COUNTY Offender Appeals.**

COUNTY Offenders appealing COUNTY decisions shall be remedied via the COUNTY appeals process. The COUNTY shall retain final authority on all issues of appeal related to COUNTY decisions and actions.

CDCR will remedy all COUNTY Offender appeals/grievances related to conditions of confinement and other CDCR decisions while the COUNTY Offender is in CDCR custody. CDCR shall retain final authority on all issues of appeal related to CDCR decisions and actions.

**Section 4.14 Access to Courts.**

CDCR will ensure all COUNTY Offenders court related access in accordance with current CDCR policies.

Any court Order to Produce for a COUNTY Offender that is presented to the COUNTY shall immediately be forwarded to CDCR for processing. If sufficient advanced notice is provided, CDCR will transport in accordance with Section 3.03.

**Section 4.15 Offender Records and Progress Reports.**

4.15.1 CDCR will handle all COUNTY Offender Records and ensure compliance consistent with CDCR policies. Upon release, all records, reports, and documents related to COUNTY Offenders, including Offender work/education/vocation records, shall be forwarded to the COUNTY.

4.15.2 All warrants/holds/detainers received by CDCR for a COUNTY Offender shall be forwarded to the COUNTY or designee, and CDCR will place a copy in the COUNTY Offender's Central File. All warrants/holds/detainers received by the COUNTY for a COUNTY Offender in CDCR custody shall be forwarded to CDCR.

4.15.3 The COUNTY will perform all time calculations for COUNTY Offenders while housed in CDCR institutions and will provide to CDCR with an initial COUNTY Offender release date. Additionally, the COUNTY will notify CDCR whenever a COUNTY Offender's release date changes. This information is required to facilitate return of COUNTY Offender to the COUNTY within 30 days of his/her release.

**Section 4.16 Transportation & Security.**

CDCR will provide transportation and transportation staffing consistent with current CDCR policies to and from medical appointments, urgent and emergent medical care, and local court appearances pursuant to Section 3.03.

**Section 4.17 Escapes.**

In the event of an escape by a COUNTY Offender(s) from CDCR's physical custody, CDCR shall initiate efforts to apprehend the COUNTY Offender(s), notify CDCR I.D./Warrants Unit and the

local law enforcement agencies as required by state statute in the same manner it uses for any other CDCR escapees. In addition, CDCR shall notify the COUNTY of commitment. Within 24 hours, the COUNTY will be responsible for the escape pursuit. Annually or upon any revision, the COUNTY shall provide CDCR with a listing of its emergency contacts.

**Section 4.18 Notification of Offender Incidents, Emergencies, Escapes, and Discipline.**

4.18.1 CDCR will handle all COUNTY Offender related incidents, emergencies, and escapes in accordance with current CDCR policies.

4.18.2 CDCR will handle all COUNTY Offender disciplinary related matters in accordance with current CDCR policies. The COUNTY shall be informed of any pending CDCR 115s (Rules Violation Reports), pending District Attorney referrals, and adjudicated 115s and committee actions involving Administrative Segregation and Security Housing Unit for appropriate release date calculation.

**Section 4.19 Sentence Computation.**

CDCR will furnish the COUNTY with the following information for sentence computation purposes: infractions, work assignments, program assignments, and performance. CDCR will assist in providing documents as necessary to ensure compliance with current CDCR policies. The final decision with respect to sentence computation rests with the COUNTY. Sentence computation will be done by the COUNTY. The COUNTY will furnish adjusted release dates to CDCR.

**Section 4.20 Classification.**

The COUNTY Offenders shall be subject to the current CDCR classification process in accordance with current CDCR policies.

**Section 4.21 Offender Account Deductions (Restitution) Collection and Accounting.**

Upon notification of a court order for restitution by a COUNTY Offender, CDCR agrees to collect funds from wages and account deposits from the COUNTY Offender's trust account. All collected funds will be remitted in a manner that adheres to CCR, Title 15, Section 3097.

**Section 4.22 Departmental Contacts.**

All notices will be sent to:

CDCR: Taren Phillips, Staff Services Manager II  
1515 S Street – Room 516S  
Sacramento, CA 95811  
Phone: (916) 324-6566  
[Taren.Phillips@cdcr.ca.gov](mailto:Taren.Phillips@cdcr.ca.gov)

COUNTY: Ingrid Braun, Sheriff-Coroner  
PO Box 616  
Bridgeport, CA 93517  
Main: (760) 932-7549  
Desk: (760) 616-4580  
[ibraun@monosheriff.org](mailto:ibraun@monosheriff.org)

COUNTY: Mark Hanson, Jail Commander  
PO Box 616  
Bridgeport, CA 93517  
Desk: (760) 965-6260  
[mhanson@monosheriff.org](mailto:mhanson@monosheriff.org)

COUNTY: Arleen Mills, Fiscal Officer  
PO Box 616  
Bridgeport, CA 93517  
Desk: (760) 965-6267  
[mhanson@monosheriff.org](mailto:mhanson@monosheriff.org)



## **Budget Details and Payment Provisions**

### **1. Compensable Offenders**

The terms of this Agreement apply only to COUNTY Offenders. Nothing in this Agreement shall be construed to impose upon the COUNTY any financial or other obligations for any non-COUNTY Offender housed in CDCR. CDCR's costs of operations including legal services and the risks of physical damage to CDCR incurred as a direct result of the placement of a COUNTY Offender in CDCR shall be considered usual costs incidental to the operation of CDCR and part of the compensation set forth herein.

### **2. Payment**

The COUNTY shall pay directly to CDCR a per Offender per day (per diem) rate of \$77.00 for each COUNTY Offender housed in CDCR. Nothing herein shall prevent CDCR from seeking a per diem increase at the time of any subsequent amendment of this Agreement.

The COUNTY shall reimburse CDCR expenses as set forth in this Agreement as a COUNTY cost reimbursement obligation.

Mono County Sheriff's Department has been designated by CDCR and CCHCS as having limited access to health care services. Therefore, notwithstanding the per diem rate and Mono County Sheriff's Department's fiscal obligations as set forth in Exhibit A of this Agreement, the Department of Finance has indicated that Mono County Sheriff's Department's total fiscal year payment to CDCR for contracted CDCR beds (including medical related services) will not exceed 50% of the annual allotment from its Community Corrections Subaccount within their County Local Revenue Fund. Mono County Sheriff's Department shall provide CDCR a copy of the realignment allotment annually.

During the duration of this Agreement the COUNTY shall provide CDCR with a copy of the estimated amount of its Community Corrections Subaccount within its County Local Revenue Fund (hereafter, known as the realignment allotment). The first realignment allotment shall be supplied to CDCR no later than 30 days after the start of the contract, and supplied monthly, no later than the 15<sup>th</sup> of each month, thereafter. To assist CDCR and the COUNTY in monitoring the contract expenditures, the COUNTY shall provide quarterly reports of actual realignment allotment revenue received. These reports shall be due in the months of October, January, and April. The final report of actual allotment will be submitted on or before July 15<sup>th</sup> of the subsequent year. Reports shall be submitted to:

Contract Beds Unit  
Attn: Contract Manager  
1515 S Street – Room 516S  
Sacramento, CA 95811

In the event CDCR charged the County in excess of 50% of its realignment allotment for contracted CDCR beds, including medical related services, the county shall send a bill (invoice) to the State for the excess amount. In the event that CDCR charged County less than 50% of its realignment allotment, but provided services with total cost exceeding the amount originally billed, CDCR shall add the charges for the services that were not originally billed, not to exceed the 50% realignment allotment cap, to subsequent bills.

**3. Billings**

CDCR will submit detailed invoices for payment of the compensation payable by the COUNTY to CDCR pursuant to the terms of Section 2, above, with supporting documentation to the COUNTY, in arrears on a monthly basis within ten business days of month end, though the failure to do so shall not negate the obligation of the COUNTY to pay such invoice. The COUNTY will make payment within 45 days of receipt of the invoice.

Payments shall be sent to:

California Department of Corrections and Rehabilitation  
Regional Accounting Office  
Attention: Cashiering Unit  
P.O. Box 6000  
Rancho Cucamonga, CA 91729-6000

Invoice to State for excess amount shall be sent to:

Southern California Regional Accounting Office  
Attn: B. Bhasin/C.Adlawan  
PO Box 6000,  
Rancho Cucamonga, CA 91729-6000

**CORRECTIONAL INSTITUTIONS BED SPACE REIMBURSEMENT CONTRACT**

**Mono County Sheriff's Department**

<b>Agreement Term: July 1, 2022 through June 30, 2025</b>					
<b>Per Day (per diem)</b>		<b># of Days</b>		<b>Total (estimated)</b>	
\$77.00	X	<u>365</u>	=	\$ 28,105.00	FY22/23
\$77.00	X	<u>366</u>	=	\$ 28,182.00	FY23/24 ( <i>Leap Year</i> )
\$77.00	X	<u>365</u>	=	\$ 28,105.00	FY24/25
<b>Agreement Total = (\$84,392.00)</b>					

COUNTY agrees to reimburse directly to CDCR the per diem rate of **\$77.00** per day, or any part thereof, for each COUNTY Offender housed in a CDCR Prison Bed Facility. Such costs having been determined by CDCR as necessary to reimburse the State for the care and treatment costs incurred, excluding extraordinary healthcare expenses, medical transportation and medical guarding.

1. The parties agree to amend this contract when necessary to modify the daily rate as to remain consistent with changes in applicable State statutes.
2. The total amount of this Agreement, including per diem, extraordinary healthcare expenses, medical transportation and medical guarding, per each county offender housed in a CDCR Institution, will not exceed 50% of the annual allotment from its Community Corrections Subaccount within their County Local Revenue Fund.

1. **Contract Disputes with Public Entities** (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. **Confidentiality of Information**

CDCR and Provider agree that all inmate/patient health information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

Provider by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as an Exhibit and incorporated herein is a Business Associate Agreement which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

3. **Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection

of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

**4. Accounting Principles**

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

**5. Taxes**

Unless required by law, the State of California is exempt from federal excise taxes.

**6. Right to Terminate** (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

**7. Contract Suspension**

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been

lifted, a formal letter from the Department will be issued to the Contractor to resume work.

**8. Extension of Term**

When it is determined to be in the best interest of the State, this Agreement may be amended to extend the term at the rates agreed upon by CDCR and the Contractor.

**9. Contractor Employee Misconduct**

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

**10. Subcontracting**

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

**11. Subcontractor/Consultant Information**

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

**12. Liability for Nonconforming Work**

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

**13. Temporary Nonperformance**

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

**14. Contract Violations**

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

**15. Employment of Ex-Offenders**

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
  1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence

of such bond shall be supplied to CDCR prior to employment of the ex-offender.

**16. Conflict of Interest**

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

**a. Contractors and Their Employees**

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

**b. Current State Employees**

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
  - (a) Using an official position for private gain;
  - (b) Giving preferential treatment to any particular person;
  - (c) Losing independence or impartiality;
  - (d) Making a decision outside of official channels; and
  - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

**c. Former State Employees**

- (1) For the two year (2-year) period from the date he or she left state employment,



no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.

- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

**17. Compliance with Legal Requirements**

The Contractor shall be aware of and comply with all Federal and State statutes, rules, regulations, and CDCR policies and directives ("CDCR Policies") applicable to the Contract. CDCR policies shall include, but are not limited to the Department Operations Manual (DOM), California Code of Regulations Title 15, any policy memoranda issued by the CDCR Secretary or jointly with the Receiver, California Correctional Health Care Services (CCHCS), and any similar department-wide guidance that may be issued by proper authority, of which the Contractor has been informed by CDCR or has been published on the CDCR public internet web site, CDCR.ca.gov.

**18. Travel**

Contractor's rates shall include all travel expenses required to perform services in accordance with this contract.

**19. Security Clearance/Fingerprinting**

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

**20. Computer Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**21. Expendable Equipment**

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

**22. Electronic Waste Recycling**

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall

maintain documentation and provide reasonable access to its records and documents that evidence compliance.

**23. Liability for Loss and Damages**

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

**24. Disclosure**

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

**25. Additional Disclosure**

Neither the State nor any State employee will be liable to the Contractor or its staff for any injuries caused by exposure to any blood borne pathogens, aerosol transmissible diseases, or communicable diseases. Contractor agrees that it shall comply fully with all applicable Cal/OSHA regulations concerning protection of the Contractor's employees from diseases; including Title 8, California Code of Regulations section 5193 (Blood Borne Pathogens), and Title 8, section 5199 (Aerosol Transmissible Diseases). Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any of the Contractor's employees arising out of exposure to any blood borne pathogen, aerosol transmissible disease, or communicable disease during the Contractor's performance of the Agreement.

**26. Workers' Compensation**

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

**27. Mutual Hold Harmless**

Contractor agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the State, its officers, agents and employees from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors and omissions of the Contractor or anyone for whom Contractor is legally responsible.

The State agrees, to the fullest extent permitted by law and subject to the availability of funds to hold harmless, defend and indemnify the Contractor, its officers, directors, principals and employees, from any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the State as allowed by law.

**28. Insurance Requirements**

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured.

**29. Tuberculosis (TB) Testing**

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, Contractors and their employees who are assigned to work with, near, or around inmates/parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.

Contractors and their employees who have any contact (physical or nonphysical) with inmates/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

***The following provisions apply to services provided on departmental and/or institution grounds:***

**30. Blood borne Pathogens**

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

**31. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards**

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO

HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

### **32. Clothing Restrictions**

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

### **33. Tobacco-Free Environment**

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

### **34. Prison Rape Elimination Policy**

CDCR maintains a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim.

All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

If you are providing services for the confinement of our inmates, you and your staff are required to adopt and comply with the PREA standards, 28 Code of Federal Regulations (CFR) Part 115 and with CDCR's Department Operations Manual, Chapter 5, Article 44, including updates to this policy. This will include CDCR staff and outside audit personnel (who also conduct PREA audits of state prisons) conducting audits to ensure compliance with the standards.

As a Contractor with CDCR, you shall not assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR inmates, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR inmates and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Section 5: Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

Contract employees, who have contact with inmates, shall be provided training via the Exhibit titled; "PRISON RAPE ELIMINATION POLICY, Volunteer/Contractor Informational Sheet" to learn their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. A copy of this signed informational sheet will be provided to the institution before a contract employee may have contact with inmates.

Any contract employee who appears to have engaged in sexual misconduct of an inmate shall be prohibited from contact with inmates and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

### **35. Security Regulations**

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.



- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

**36. Gate Clearance**

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

## **BUSINESS ASSOCIATES AGREEMENT (HIPAA)**

### **Bed Space Reimbursement**

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

### **ARTICLE 1 DEFINITIONS**

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

## **ARTICLE 2 CONFIDENTIALITY**

2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:

- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
- (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
- (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
- (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
- (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
- (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.
- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties engaged by the

Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

**ARTICLE 3  
SECURITY**

3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;

- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;
- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

#### **ARTICLE 4 EXCHANGE OF STANDARD TRANSMISSIONS**

4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,

- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
- (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
- (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
- (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

4.3 Code Set Retention.

If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

4.4 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.
- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.



- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

4.5 Confidential And Proprietary Information.

- (a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

**ARTICLE 5  
MISCELLANEOUS**

5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

(c) Effect of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual, Section 22040.16. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal

Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.

2. Informal Appeal

If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information

Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.

3. Formal Appeal

Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices.

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Business Associate:

Mono County Sheriff's Department  
P.O.Box 616  
Bridgeport, CA 93217

Ingrid Braun – Sheriff-Coroner  
760-932-7549

Mark Hanson – Jail Commander  
760-965-6260

Covered Entity:

California Department of Corrections and Rehabilitation  
Privacy Officer  
HIPAA Compliance Unit  
Division of Correctional Health Care Services  
P.O. Box 942883  
Sacramento, CA 94283-0001

Telephone: (916) 327-1842  
Facsimile: (916) 327-0545

## CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part A

The Prison Rape Elimination Policy for the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. As a volunteer or private contractor who has contact with CDCR offenders, it is your responsibility to do what you can, within the parameters of your current assignment, to reduce incidents of sexual violence, staff sexual misconduct, and sexual harassment and to report information appropriately when they are reported to you or when you observe such an incident. For purposes of this Policy, the word "staff" includes volunteers and private contractors.

### **Historical Information**

Both the Congress and State Legislature passed laws, the Federal Prison Rape Elimination Act (PREA) of 2003, the Sexual Abuse in Detention Elimination Act, Chapter 303, Statutes of 2005, and most recently the United States, Department of Justice Final Rule; National Standards of 2012 to help prevent, detect, and respond to sexual violence, staff sexual misconduct, and sexual harassment behind bars. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to instances by offenders and staff.

### **CDCR Policy**

The CDCR policy is found in Department Operations Manual (DOM), Chapter 5, Article 44. PREA addresses five types of sexual offenses. Sexual violence committed by offenders against offenders encompasses: abusive sexual contact, non-consensual sex acts, and sexual harassment by an offender. Other sections covered by PREA include staff sexual misconduct towards an offender and staff sexual harassment towards an offender.

CDCR's policy provides for the following:

- CDCR is committed to continuing to provide a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment.
- CDCR maintains zero tolerance for sexual violence, staff sexual misconduct, and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction.
- All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited.
- This policy applies to all offenders and persons employed by the CDCR, including volunteers and independent contractors assigned to an institution, community correctional facility, conservation camp, or parole.

Retaliatory measures against employees or offenders who report incidents of sexual violence, staff sexual misconduct, or sexual harassment as well as retaliatory measures taken against those who cooperate with investigations shall not be tolerated and shall result in disciplinary action and/or criminal prosecution. Retaliatory measures include, but are not limited to:

- Coercion.
- Threats of punishments.
- Any other activities intended to discourage or prevent staff or offenders from reporting incident(s).

### **Professional Behavior**

Staff, including volunteers and private contractors are expected to act in a professional manner while on the grounds of a CDCR institution and while interacting with other staff and offenders. Key elements of professional behavior include:

- Treating everyone, staff and offenders alike, with respect.
- Speaking without judging, blaming, or being demeaning.
- Listening to others with an objective ear and trying to understand their point of view.
- Avoiding gossip, name calling, and what may be perceived as offensive or "off-color" humor.

- Taking responsibility for your own behavior.
- CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part A

**Preventative Measures**

You can help reduce sexual violence, staff sexual misconduct, and sexual harassment by taking various actions during the performance of your duties as a volunteer or private contractor.

The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of offenders.
- Be professional at all times.
- Make it clear that sexual activity is not acceptable.
- Treat any suggestion or allegation of sexual violence, staff sexual misconduct, and sexual harassment as serious.
- Follow appropriate reporting procedures and assure that the alleged victim is separated from the alleged predator.
- Never advise an offender to use force to repel sexual advances.

**Detection**

All staff, including volunteers and private contractors, is responsible for reporting immediately and confidentially, to the appropriate supervisor any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation.

You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim. Staff, including volunteers and private contractors, will request the victim does not: 1) Shower; 2) Remove clothing without custody supervision; 3) Use the restroom facilities; and 4) Consume any liquids.

*I have read the information above and understand my responsibility to immediately report any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.*

\_\_\_\_\_  
Volunteer/Contractor Name (Printed)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Volunteer/Contractor

\_\_\_\_\_  
Current Assignment within Institution

\_\_\_\_\_  
Contact Telephone Number

\_\_\_\_\_  
Supervisor in Current Assignment

CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part B

**PART B shall only be completed by contractors who, in the course of their assigned duties, have contact with inmates.**

**Duty to Report**

You are required to answer the following questions:

- 1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, other institution?  
 Yes  No If yes, provide the date of the incident and the facility name in the space below.
- 2) Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?  
 Yes  No If yes, provide the date of the incident and the county in the space below.
- 3) Have you ever been civilly or administratively found to have engaged in the activity described in question (2) above?  
 Yes  No If yes, provide the date of the incident and the county in the space below.
- 4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of an inmate in a prison, jail, lockup, community confinement facility, or other institution?  
 Yes  No If yes, provide the date of the incident and the facility name in the space below.

If you answered "Yes" to any of the questions, please provide the date of the incident and the facility name/county where it occurred:

Date: _____
Facility/County Name: _____

As a contract employee, you have a continuing duty to promptly report, and you are required to notify your employer and the Appointing Authority of the Institution to which you are assigned if the answer to any of the above questions changes.

I hereby certify that there are no misrepresentations, omissions, or falsifications, and that all answers are true and correct. I understand and agree that if any material facts are discovered which differ from those facts stated by me on this form, my services to the California Department of Corrections and Rehabilitation will be discontinued and my contract employer will be notified.

Printed	
Signature:	Date

DOCUMENT CHECKLIST FOR COUNTY OFFENDERS

- Probation Officer's Report (POR)
- Abstract of Judgment
- Most recent classification committee actions
- Two current ID photographs (front and side view)
- Release date information
- Copies of disciplinary actions
- Documented gang affiliations
- Documented enemies
- Contact information to notify in case of death or illness
- Names, relationships, addresses, & phone numbers for relatives
- Approved Health Care Placement Oversight Program (HCPOP) referral Form or HCPOP Approval
- Power of Attorney form
- Current holds/want/detainers (HWD)
- Negative COVID-19 test results (Any additional protocol documentation as needed)
- All pertinent dental, medical and mental health history





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 10, 2022

**Departments: Community Development - Building**

**TIME REQUIRED** PUBLIC HEARING: 9:00 AM (20 minutes)

**PERSONS APPEARING BEFORE THE BOARD** Jason Davenport

**SUBJECT** PUBLIC HEARING - The County of Mono Electric Vehicle Charging Station Permit Expediting Ordinance

### AGENDA DESCRIPTION:

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

Public Hearing on an expedited, streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7.

### RECOMMENDED ACTION:

1. Conduct public hearing on the streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7 and set forth in the draft ordinance adding Section 5.04.210 to the Mono County Code.
2. Direct staff to make changes or modifications to the draft ordinance in response to public comment.
3. Direct staff to agendize the adoption of an ordinance codifying the referenced code section, as modified, at a future meeting

### FISCAL IMPACT:

No fiscal impacts are anticipated.

**CONTACT NAME:** Jason Davenport, Building Inspector

**PHONE/EMAIL:** (760) 932-5433 / jdavenport@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">EVCS Staff Report</a>
<a href="#">Proposed code language (redline)</a>
<a href="#">EVCS Checklist</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/5/2022 11:46 AM	County Counsel	Yes
4/27/2022 11:33 AM	Finance	Yes
5/6/2022 4:39 PM	County Administrative Office	Yes

# Mono County Community Development Department

P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
commdev@mono.ca.gov

## BUILDING DIVISION

P.O. Box 8  
Bridgeport, CA 93517  
(760) 932-5420, fax 932-5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** May 10, 2022

**To:** **Honorable Chair and Members of the Board of Supervisors**

**From:** Jason Davenport, Building Inspector  
Tom Perry, Building Official  
Kelly Karl, Associate Planner

**Re:** **Public Hearing on an expedited, streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7, to be adopted by future ordinance**

### RECOMMENDATION

1. Conduct public hearing on the streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7 and set forth in the draft ordinance adding Section 5.04.210 to the Mono County Code.
2. Direct staff to make changes or modifications to the draft ordinance in response to public comment.
3. Direct staff to agendize the adoption of an ordinance codifying the referenced code section, as modified, at a future meeting.

### FISCAL IMPACT

No fiscal impacts are anticipated.

### BACKGROUND

Assembly Bill 1236 amended Government Code Section 65850.7 to require jurisdictions with a population of less than 200,000 residents to establish procedures for expedited, streamlined processes for permitting of electric vehicle charging stations. The ordinance shall include the requirement that a jurisdiction adopt a checklist of requirements with which a permit application for an electric vehicle charging station will be eligible for expedited review.

This process includes the establishment of a checklist containing objective requirements for the installation of an electric vehicle charging station and a process for electronic submittal of permit applications. The content of the checklist requires the permit applicant to check the features of the existing electrical service such as rating in amperes, system voltage, connected or calculated load, spare capacity in amperes, voltage and ampere rating of the electric vehicle supply equipment, circuit rating of the electric vehicle supply equipment, location of the electric vehicle supply equipment, if ventilation is or is not required, and clearances of the charging equipment to comply with all applicable building and fire safety laws. The checklist also assists the applicant in confirming that the location of the electric vehicle supply equipment will comply with any vehicle clearance requirements in the County's Zoning Ordinance. Section 65850.7 requires that the County's checklist may be based on the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in

California: Community Readiness Guidebook” of the Governor’s Office of Planning and Research.

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE**

The proposed ordinance would be consistent with a Class 3 California Environmental Quality Act (CEQA) exemption. Class 3 (15303) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel.

Examples of this exemption include, but are not limited to:

(d) Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction.

(e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

EVCS under this ordinance qualify for as a Class 3 exemption because they consist of the installation of utility extensions and construction of minor accessory structures. Section 15303(d) exempts utility extensions and section 15303(e) exempts any minor accessory structures needed for an EVCS such as garages, carports or fences.

### **DISCUSSION**

The proposed addition of section 15.04.210 to the Mono County Code (Exhibit A) meets the following requirements:

In 2015, the State of California adopted Assembly Bill 1236 (2015, Chiu, Codified as Government Code Section 65850.7), which requires local jurisdictions with a population less than 200,000 residents to adopt an ordinance to create an expedited, streamlined permitting process for electric vehicle charging stations on or before September 30, 2017. An electric vehicle charging station is any level of electric vehicle supply equipment station which deliver electricity from a source outside an electric vehicle into a plug-in electric vehicle. AB 1236 may refer to the recommendations in the most current version of the “Plug-In Electric Vehicle Infrastructure Permitting Checklist” of the “Zero-Emission Vehicles in California: Community Readiness Guidebook” published by the Governor’s Office of Planning and Research.

The checklist (Exhibit B) provides a simple method to determine compliance with the requirements of the County Code chapters.

For more information on technical code questions, please call Jason Davenport at 760.932.5433 or Tom Perry at (760) 937-5939.

This staff report has been reviewed by the Community Development Director.

### **ATTACHMENTS**

1. Exhibit A Ordinance Text
2. Exhibit B EVCS Checklist
3. Exhibit C Notice of Public Hearing

Title 15 – BUILDINGS AND CONSTRUCTION

Chapter 15.04 – BUILDING REGULATIONS

Sections:

15.04.010 – Purpose of chapter.

15.04.020 – Express findings.

15.04.030 – California Building Standards Codes, Title 24, Uniform, and International Codes adopted.

15.04.040 – Definitions.

15.04.050 – Filing of adopted Title 15 Codes.

15.04.060 – Building permit expiration.

15.04.070 – Building permit fees.

15.04.080 – Engineering plan check.

15.04.090 – Planning, health, public works and other required approvals prerequisite to building permit issuance.

15.04.100 – Building permit violations.

15.04.110 – Board of appeals.

15.04.120 – Utility connection.

15.04.130 – Early connection of utility service.

15.04.140 – Snow loads.

15.04.150 – Defensible space and fire hazards reduction.

15.04.160 – Roof projections.

15.04.170 – Agricultural storage structures.

15.04.180 – Manufactured truss submittal requirements.

15.04.190 – Environmental air ducts and exhaust ventilation.

15.04.200 – High-rise structure requirements.

15.04.210 – Electric Vehicle Charging Station Permit Expediting Ordinance.

15.04.210 – Electric Vehicle Charging Station Permit Expediting Ordinance

A. Title and Authority.

This Ordinance shall be known as the County of Mono Electric Vehicle Charging Station Permit Expediting Ordinance. The section is enacted pursuant to Government Code section 65850.7 as established by Assembly Bill 1236.

B. Purpose and Intent.

The intent of this section is to create an expedited, streamlined permit process that complies with AB 1236 and Government Code section 6550.7 to achieve timely and cost-effective installation of electric vehicle charging stations. This section encourages installation of electric vehicle charging stations by removing unreasonable obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. This section allows the County to achieve these goals while protecting public health and safety.

C. Applicability.

1. This section applies to the permitting of electric vehicle charging stations in the unincorporated County of Mono.
2. Routine operation and maintenance shall not require a permit.
3. Electric vehicle charging systems legally established or permitted prior to the Building Official's implementation of an expedited permitting process are not subject to the requirements of this section unless physical modifications or alterations are undertaken that materially change the size, type, or components of an electric vehicle charging station in such a way as to require new permitting.

D. Definitions.

1. "Electronic submittal" means the utilization of one or more of the following:
  - (a) Email.
  - (b) The Internet.
  - (c) Facsimile.
2. "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this section, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.
3. "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit.
4. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

E. Electric Vehicle Charging Stations Requirements

1. All electric vehicle charging stations shall meet applicable health and safety standards and requirements of local, state, and federal law.
2. Electric vehicle charging stations shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers

Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

F. Application Standards

1. The Building Division shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible.
2. All documents required for submission of an electric vehicle charging station application will be made available on Mono County Building Division's website.
3. The County will accept an electronic signature on all forms, applications and other documents in lieu of a wet signature by an applicant.
4. In developing the expedited permitting process and checklist, the Building Official may refer to the recommendations contained in the most recent version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero Emission Vehicles in California: Community Readiness Guidebook" published by the State of California's Office of Planning and Research. The Building Official may modify the checklists and standards found in the Guidebook due to unique climactic, geological, seismological, or topographical conditions.
5. The adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Sections 15303 (d) and (e)). Installation of EVCS qualify as a Class 3 exemption because it consists of the installation of utility extensions and minor accessory structures.

G. Expedited Permitting Process and Permit Review

1. A permit application that satisfies the information requirements in the County's adopted checklist shall be deemed complete and be promptly processed.
2. Upon confirmation by the Building Official that the permit application and supporting documents meet the requirements of the County adopted checklist, and is consistent with all applicable laws, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the County.
3. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.
4. The Building Official may require an applicant to apply for a conditional use permit if the official makes a written finding, based on substantial evidence, that the proposed electric vehicle charging station could have a specific, adverse impact upon the public health or safety and conditions are necessary.

The decision of the Building Official may be appealed to the Mono County Construction Board of Appeals in accordance with Mono County Code Chapter 15.04 Section 110.

5. The County shall not deny an application for a use permit to install an electric vehicle charging station unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.
6. Consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.
7. Any conditions imposed on an application to install an electric vehicle charging station shall be designed to mitigate the specific adverse impact upon the public health or safety at the lowest cost possible.
8. This expedited permitting process is intended to apply only to applications for permits for electric vehicle charging stations and will not expedite the review of any other permit applications.

H . Inspections.

The inspection shall be completed in a timely manner. If an electric vehicle charging station fails inspection, a subsequent inspection is authorized but need not conform to the requirements of this section.



# Mono County Community Development

PO Box 3569  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
Inspection hotline: 760-924-1827  
commdev@mono.ca.gov

## Building Division

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

## Electric Vehicle Charging Station Permit Eligibility Checklist for Expedited Electric Vehicle Charging Station Permit

Please complete the following information related to permitting and installation of Electric Vehicle Service Equipment / Charging Stations (EVSE / EVCS) as a supplement to the application for a building permit. This checklist contains the technical aspects of EVSE installations and is intended to help expedite permitting and use for electric vehicle charging.

Upon completion and approval of this checklist, a permit shall be issued to the applicant. However, if it is determined that the installation might have a specific adverse impact on public health or safety, additional verification, up to and including a conditional use permit, will be required before a permit can be issued.

This checklist substantially follows the *“Plug-In Electric Vehicle Infrastructure Permitting Checklist”* contained in the *Governor’s Office of Planning and Research “Zero Emission Vehicles in California: Community Readiness Guidebook”* and is purposed to augment the guidebook’s checklist.

Where electric vehicle charging stations (EVCS) are provided, EVCS shall be provided in accordance with [Section 11B-228.3](#) of the California Building Code.

Job Address & APN:	Permit No. <small>(Completed by Building Division)</small>
<input type="checkbox"/> Single-Family <input type="checkbox"/> Multi-Family (Apartment) <input type="checkbox"/> Multi-Family (Condominium) <input type="checkbox"/> Commercial (Single Business) <input type="checkbox"/> Commercial (Multi-Businesses) <input type="checkbox"/> Mixed-Use <input type="checkbox"/> Public Right-of-Way	
Location and Number of EVSE to be Installed: Garage _____    Parking Level(s) _____    Parking Lot _____    Street Curb _____	
Description of Work:	

Applicant Phone & email:	
Applicant Name:	
Applicant Phone & email	
Contractor Name:	License Number & Type:  Mono County Business License Number:
Contractor Phone & email:	
Owner Name:	
Owner Phone & email:	

EVSE Charging Level: <input type="checkbox"/> Level 1 (120V) <input type="checkbox"/> Level 2 (240V) <input type="checkbox"/> Level 3 (480V)	
Maximum Rating (Nameplate) of EV Service Equipment = _____ kW	
Voltage EVSE = _____ V	Manufacturer of EVSE: _____
Mounting of EVSE: <input type="checkbox"/> Wall Mount <input type="checkbox"/> Pole Pedestal Mount <input type="checkbox"/> Other _____	

System Voltage: <input type="checkbox"/> 120/240V, 1 $\phi$ , 3W <input type="checkbox"/> 120/208V, 3 $\phi$ , 4W <input type="checkbox"/> 120/240V, 3 $\phi$ , 4W <input type="checkbox"/> 277/480V, 3 $\phi$ , 4W <input type="checkbox"/> Other _____
Rating of Existing Main Electrical Service Equipment = _____ Amperes
Rating of Panel Supplying EVSE (if not directly from Main Service) = _____ Amps
Rating of Circuit for EVSE: _____ Amps / _____ Poles
AIC Rating of EVSE Circuit Breaker (if not Single Family, 400A) = _____ A.I.C. (or verify with Inspector in field)

Specify Either Connected, Calculated or Documented Demand Load of Existing Panel:

- Connected Load of Existing Panel Supplying EVSE = \_\_\_\_\_ Amps

- Calculated Load of Existing Panel Supplying EVSE = \_\_\_\_\_ Amps

- Demand Load of Existing Panel or Service Supplying EVSE = \_\_\_\_\_ Amps  
(Provide Demand Load Reading from Electric Utility)

Total Load (Existing plus EVSE Load) = \_\_\_\_\_ Amps

*For Single Family Dwellings, if Existing Load is not known by any of the above methods, then the Calculated Load may be estimated using the “Single-Family Residential Permitting Application Example” in the Governor’s Office of Planning and Research “Zero Emission Vehicles in California: Community Readiness Guidebook” <https://www.opr.ca.gov>*

EVSE Rating \_\_\_\_\_ Amps x 1.25 = \_\_\_\_\_ Amps = Minimum Ampacity of  
EVSE Conductor = # \_\_\_\_\_ AWG

For Single-Family: Size of Existing Service Conductors = # \_\_\_\_\_ AWG or kcmil  
- or - : Size of Existing Feeder Conductor  
Supplying EVSE Panel = # \_\_\_\_\_ AWG or kcmil  
(or Verify with Inspector in field)

**Mono County Dark Sky Ordinance:**

In order to protect the County’s night sky resource, the County encourages applicants to comply with Mono County General Plan, Land Use Element, Chapter 23, Dark Sky Regulations by utilizing downward directed and shielded lighting and avoiding internal backlighting (including neon tubing) for proposed projects. Dark sky compliant lighting is a simple design feature that can be implemented with minimal expense, complication, and without impact to the project timeline.

**Attestation:**

*I hereby acknowledge that the information presented is a true and correct representation of existing conditions at the job site and that any causes for concern as to life-safety verifications may require further substantiation of information.*

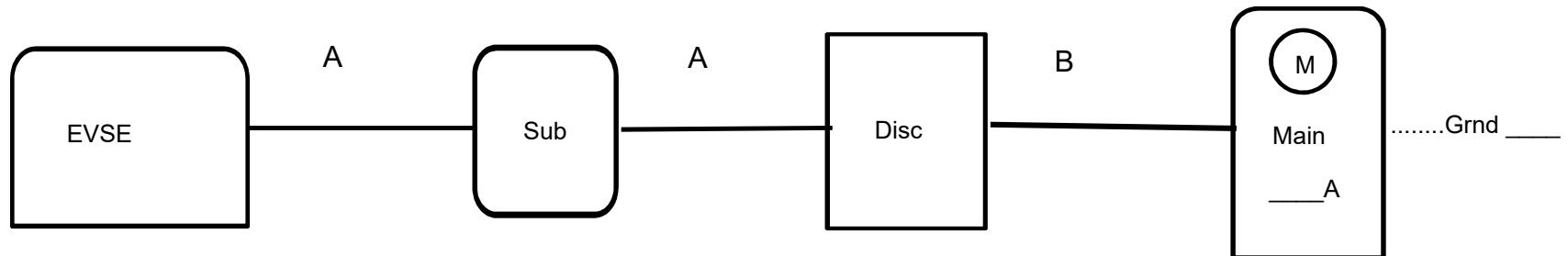
Signature of Permit Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

# Electric Vehicle Service Equipment Line Diagram

## Equipment

EVSE Manufacturer: \_\_\_\_\_ / Mod#: \_\_\_\_\_  
 Wall Mount or Pedestal: \_\_\_\_\_  
 Sub Panel Y / N Manufacturer: \_\_\_\_\_ / Amps: \_\_\_\_\_ / Breaker: \_\_\_\_\_  
 Disconnect: Y / N Manufacturer: \_\_\_\_\_ / Amps: \_\_\_\_\_  
 Main Manufacturer: \_\_\_\_\_ / Mod# \_\_\_\_\_  
 rating: \_\_\_\_\_ A / Breaker: \_\_\_\_\_

## Notes

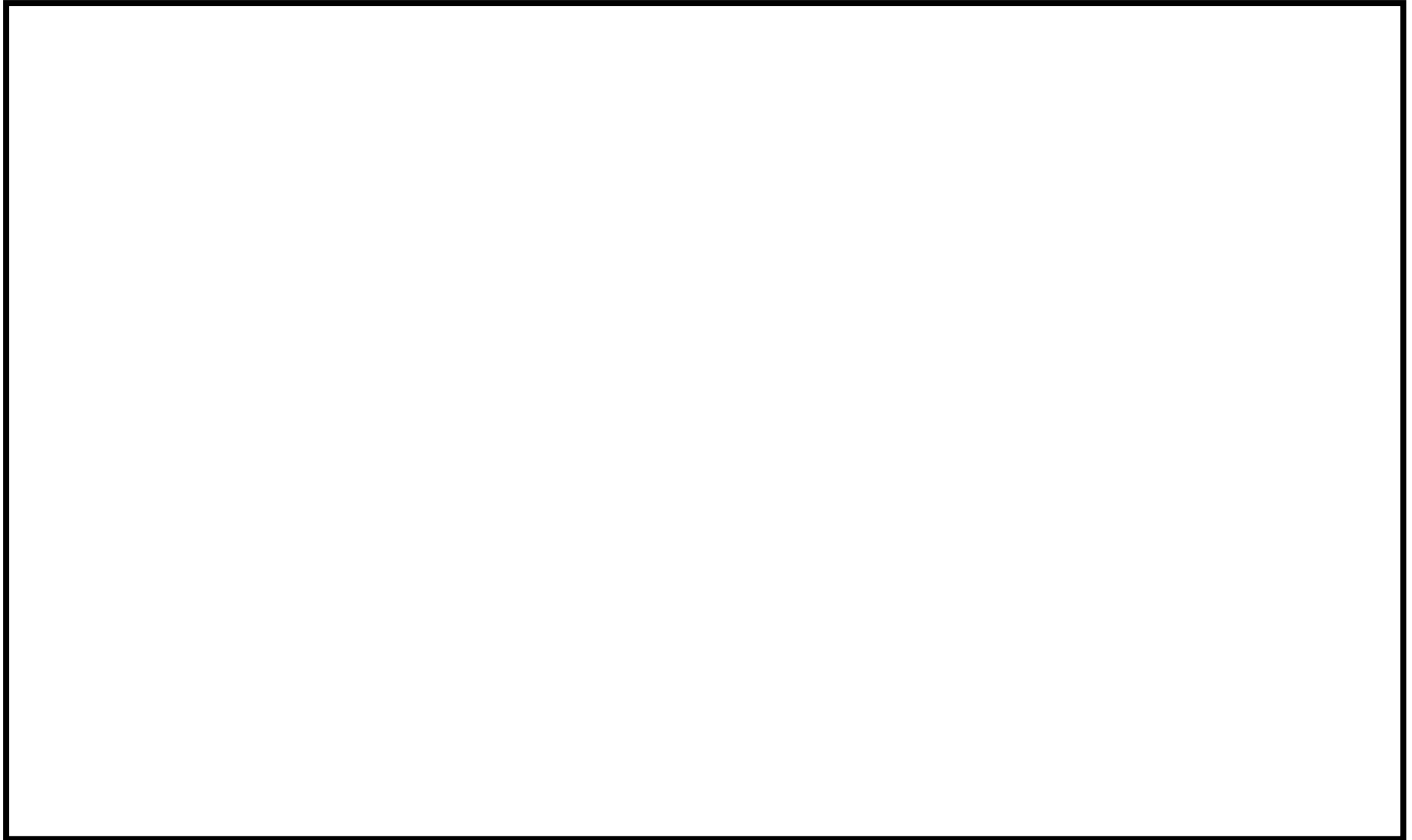


	Conductor size	Conductor type	Conduit size	Conduit type	EGC Size	EGC Type
A =	_____ /	_____ /	_____ /	_____ /	_____ /	_____
B =	_____ /	_____ /	_____ /	_____ /	_____ /	_____

**Items required: Equipment model, manufacturer and rating. Wire and conduit size. Equipment grounding**

# EVSE SITE PLAN

Site plan for Electric Vehicle Service Equipment



Items required: Location of EVSE, Structures, Electrical circuits and equipment, Parking if used for vehicle charging, property lines with setback measurements shown in feet.

# MONO COUNTY

## Community Development Department

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PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
[commdev@mono.ca.gov](mailto:commdev@mono.ca.gov)

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Date: April 15, 2022

To: Mammoth Times

From: Heidi Willson

Re: Legal Notice for **April 21** edition

Invoice: Heidi Willson, PO Box 347, Mammoth Lakes, CA 93546

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### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Supervisors will conduct a public hearing on **May 10, 2022**. As authorized by AB 361, Mono County has declared a state of emergency, local officials have recommended or imposed measures to promote social distancing, the Board cannot meet safely in person, and the legislative body has made such findings. To attend the meeting via remote livecast, please visit: <https://monocounty.zoom.us/j/88007809842> and by telephone at: 669-900-6833 (Meeting ID# is 880 0780 9842) where members of the public shall have the right to observe and offer public comment, to consider the following: **9:00 a.m. Public Hearing for The County of Mono Electric Vehicle Charging Station Permit Expediting Ordinance** setting forth an expedited, streamlined permitting process for electric vehicle charging stations as required by Government Code Section 65850.7. Project materials are available for public review online at <https://www.monocounty.ca.gov/meetings> and hard copies are available for the cost of reproduction by calling 760-924-1800. INTERESTED PERSONS are strongly encouraged to attend the livecast meeting by phone or online, and to submit comments to the Community Development Department at PO Box 347, Mammoth Lakes, CA 93546 by 5 pm on Monday, May 9, to ensure timely receipt, by email at [cddcomments@mono.ca.gov](mailto:cddcomments@mono.ca.gov), or via the livecast meeting (technology permitting). If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Community Development Department at, or prior to, the public hearing.

###



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 10, 2022

**Departments: CAO, Public Health**

**TIME REQUIRED** 15 minutes

**SUBJECT** COVID-19 (Coronavirus) Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Robert C. Lawton, CAO; Bryan  
Wheeler, Public Health Director; Dr.  
Caryn Slack, Public Health Officer

**AGENDA DESCRIPTION:**

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

Update on Countywide response and planning related to the COVID-19 pandemic.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Robert C. Lawton

**PHONE/EMAIL:** 760-932-5415 / rlawton@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time

Who

Approval





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 10, 2022

**Departments: CAO**

**TIME REQUIRED** 15 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

John Craig , Assistant CAO; Megan Mahaffey, Accountant III

**SUBJECT** FY2021-22 Budget Third Quarter Adjustments

**AGENDA DESCRIPTION:**

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

This item is to approve Third Quarter budget adjustments requested by departments and project year end Fund Balance that can be used to balance the FY2022-23 budget.

**RECOMMENDED ACTION:**

Receive report and approve recommended budget adjustments. (4/5ths vote required).

**FISCAL IMPACT:**

The requested adjustments increase expenditure line items that need additional allocations and reduce expenditure line items that need less allocations. Adjustments to revenue line items that received additional revenue over budget are also included in these budget requests. The impact of these requests is an anticipated \$1,618.96 surplus to the General Fund.

**CONTACT NAME:** Megan Mahaffey

**PHONE/EMAIL:** 760-924-1836 / mmahaffey@mono.ca.gov

**SEND COPIES TO:**

mmahaffey@mono.ca.gov

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Adjustments by Budget Unit</a>

History

Time

Who

Approval

5/5/2022 11:10 AM	County Counsel	Yes
5/5/2022 2:12 PM	Finance	Yes
5/6/2022 4:39 PM	County Administrative Office	Yes



**COUNTY ADMINISTRATIVE OFFICER**  
**COUNTY OF MONO**  
Robert C. Lawton  
PO Box 696  
Bridgeport, CA 93517-0696  
(760) 932-5410  
[rlawton@mono.ca.gov](mailto:rlawton@mono.ca.gov)  
[www.mono.ca.gov](http://www.mono.ca.gov)

**BOARD OF SUPERVISORS**

**CHAIR**

Bob Gardner / District 3

**VICE CHAIR**

Rhonda Duggan / District 2

Stacy Corless / District 5

Jennifer Kreitz / District 1

John Peters / District 4

**COUNTY DEPARTMENTS**

**ASSESSOR**

Hon. Barry Beck

**DISTRICT ATTORNEY**

Hon. Tim Kendall

**SHERIFF / CORONER**

Hon. Ingrid Braun

**ANIMAL SERVICES**

Malinda Huggins

**BEHAVIORAL HEALTH**

Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Scheereen Dedman

**COUNTY COUNSEL**

Stacey Simon, Esq.

**ECONOMIC DEVELOPMENT**

Alicia Vennos

**EMERGENCY MEDICAL SERVICES**

Chief Chris Mokracek

**FINANCE**

Janet Dutcher  
CPA, GCFM, MPA

**INFORMATION TECHNOLOGY**

Nate Greenberg

**PROBATION**

Karin Humiston

**PUBLIC HEALTH**

Bryan Wheeler

**PUBLIC WORKS**

Tony Dublino

**SOCIAL SERVICES**

Kathy Peterson

**To:** Board of Supervisors  
**From:** Robert C. Lawton, County Administrative Officer  
**Date:** May 10, 2022  
**Re:** Third Quarter Budget Review & Budget Updates

**RECOMMENDATION**

Approve and authorize proposed FY2021-22 Third-Quarter budget adjustments, as presented or amended (4/5<sup>th</sup> vote required).

**BUDGET ADJUSTMENTS**

Departments requested various adjustments to revenues and appropriations, set forth in the attached Budget Adjustment Requests. The net result is a projected General Fund surplus on June 30, 2022 of \$1,618.96. This conservative projection will be revised for year end to ensure the Board approves the final amended budget and will be used as the basis for development of the FY2022-23 Proposed Budget.

**THIRD QUARTER BUDGET REVIEW  
FY2021-22**

Budget unit Name	Account String	Type	Account Name	FY2020-21 Actuals	FY2021-22 YTD	FY2021-22 Adopted Budget	Requested Adjustment	Requested Amended Budget
<b>County Administration</b>								
Administration	100-11-020-21120	Expenses	Overtime	\$ (5,891.10)	\$ (5,116.54)	\$ -	\$ 8,000.00	\$ 8,000.00
Administration	100-11-020-30280	Expenses	Telephone / Communications	\$ (2,350.16)	\$ (5,034.39)	\$ 5,539.00	\$ 1,500.00	\$ 7,039.00
Administration	100-11-020-32000	Expenses	Office Expense	\$ (12,195.31)	\$ (6,836.72)	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00
Administration	100-11-020-32020	Expenses	Technology - Software	\$ (12,645.94)	\$ (16,383.21)	\$ 10,000.00	\$ 2,000.00	\$ 12,000.00
Administration	100-11-020-32450	Expenses	Contract Services	\$ (7,153.78)	\$ (155,966.48)	\$ 224,812.00	\$ 30,000.00	\$ 254,812.00
Administration	100-11-020-33140	Expenses	Recruiting Expenses	\$ (10,280.64)	\$ (65,180.03)	\$ 100,000.00	\$ (15,100.00)	\$ 84,900.00
Administration	100-11-020-60100	Expenses	Operating Transfers Out	\$ (88,037.04)	\$ (72,880.80)	\$ 87,467.00	\$ 7,278.04	\$ 94,745.04
<b>County Administration Third Quarter General Fund Adjustment</b>							<b>\$ (43,678.04)</b>	
<b>Finance</b>								
DEPARTMENT OF FINANCE	100-12-070-12020	Revenues	Business License Fees	\$ 20,530.92	\$ 8,656.44	\$ 17,000.00	\$ 385.00	\$ 17,385.00
DEPARTMENT OF FINANCE	100-12-070-15900	Revenues	Oth: Other Govt Agencies	\$ -	\$ -	\$ 4,992.00	\$ (4,992.00)	\$ -
DEPARTMENT OF FINANCE	100-12-070-16010	Revenues	Prop Tax Admin & Collection Fe	\$ 122,643.00	\$ 123,796.00	\$ 113,300.00	\$ 10,496.00	\$ 123,796.00
DEPARTMENT OF FINANCE	100-12-070-16040	Revenues	Research & Cost Recovery Fees	\$ 12,740.00	\$ 2,550.00	\$ 10,500.00	\$ (2,350.00)	\$ 8,150.00
DEPARTMENT OF FINANCE	100-12-070-16460	Revenues	Finance Administration Fees	\$ -	\$ 37.00	\$ -	\$ 765.00	\$ 765.00
DEPARTMENT OF FINANCE	100-12-070-16470	Revenues	Accounting Service Fees	\$ 33,023.05	\$ 21,104.50	\$ 31,334.00	\$ (1,085.00)	\$ 30,249.00
DEPARTMENT OF FINANCE	100-12-070-16503	Revenues	Collection Revenue	\$ 9,422.42	\$ 6,422.04	\$ 8,600.00	\$ (1,307.00)	\$ 7,293.00
DEPARTMENT OF FINANCE	100-12-070-16550	Revenues	Parcel Split/Chg Of Ownership&	\$ 239,923.92	\$ 580.67	\$ -	\$ 581.00	\$ 581.00
DEPARTMENT OF FINANCE	100-12-070-16570	Revenues	5% Supplemental Collection Fee	\$ 77,907.93	\$ 63,953.83	\$ 59,000.00	\$ 65,454.00	\$ 124,454.00
DEPARTMENT OF FINANCE	100-12-070-17030	Revenues	Cal-Card Rebate	\$ 13,594.69	\$ 9,721.37	\$ 9,300.00	\$ 421.00	\$ 9,721.00
DEPARTMENT OF FINANCE	100-12-070-32000	Expenses	Office Expense	\$ (31,783.07)	\$ (17,844.00)	\$ (25,000.00)	\$ (15,000.00)	\$ (40,000.00)
DEPARTMENT OF FINANCE	100-12-070-32020	Expenses	Technology Expense-Software Licenses	\$ (204,776.29)	\$ (198,343.51)	\$ (205,835.00)	\$ (5,000.00)	\$ (210,835.00)
DEPARTMENT OF FINANCE	100-12-070-32360	Expenses	Consulting Services	\$ (23,580.00)	\$ (12,790.00)	\$ (20,000.00)	\$ (2,500.00)	\$ (22,500.00)
<b>Finance Third Quarter General Fund Adjustment</b>							<b>\$ 45,868.00</b>	
<b>Clerk Recorder</b>								
BOARD OF SUPERVISORS	100-11-010-21100	Expenses	Salary And Wages	\$ (250,780.40)	\$ (218,255.90)	\$ (250,802.00)	\$ (20,409.00)	\$ (271,211.00)
BOARD OF SUPERVISORS	100-11-010-21130	Expenses	Auto Allowance	\$ (32,029.61)	\$ (22,444.17)	\$ (37,920.00)	\$ 10,129.00	\$ (27,791.00)
BOARD OF SUPERVISORS	100-11-010-22100	Expenses	Employee Benefits	\$ (37,666.32)	\$ (30,001.84)	\$ (35,092.00)	\$ (2,690.00)	\$ (37,782.00)
BOARD OF SUPERVISORS	100-11-010-22110	Expenses	Employee Benefits - Health (Med-Dent-Vis)	\$ (67,447.21)	\$ (59,142.96)	\$ (84,864.00)	\$ 12,672.00	\$ (72,192.00)
BOARD OF SUPERVISORS	100-11-010-22120	Expenses	Employee Benefits - PERS (ER Portion)	\$ (37,328.06)	\$ (46,556.07)	\$ (58,399.00)	\$ 1,000.00	\$ (57,399.00)
BOARD OF SUPERVISORS	100-11-010-30280	Expenses	Telephone/Communications	\$ (1,336.78)	\$ (1,352.96)	\$ (1,500.00)	\$ (160.00)	\$ (1,660.00)
BOARD OF SUPERVISORS	100-11-010-31700	Expenses	Membership Fees	\$ (13,199.00)	\$ (14,461.90)	\$ (14,500.00)	\$ (412.00)	\$ (14,912.00)
BOARD OF SUPERVISORS	100-11-010-32500	Expenses	Professional & Specialized Ser	\$ (3,011.00)	\$ (5,473.18)	\$ (5,817.00)	\$ 3,600.00	\$ (2,217.00)
BOARD OF SUPERVISORS	100-11-010-33350	Expenses	Travel & Training Expense	\$ (5,307.78)	\$ (27,994.04)	\$ (24,775.80)	\$ (6,900.00)	\$ (31,675.80)
ELECTION DIVISION	100-15-181-15822	Revenues	St: SOS Voting System Replac Reimb Grant	\$ 22,808.01	\$ 10,000.00	\$ 15,335.00	\$ 11,902.00	\$ 27,237.00
ELECTION DIVISION	100-15-181-16410	Revenues	Election Fees	\$ 21,667.83	\$ 200,722.74	\$ 189,307.00	\$ 11,416.00	\$ 200,723.00
ELECTION DIVISION	100-15-181-22100	Expenses	Employee Benefits	\$ (8,453.64)	\$ (12,484.75)	\$ (12,379.90)	\$ (3,537.00)	\$ (15,916.90)
ELECTION DIVISION	100-15-181-22110	Expenses	Employee Benefits - Health (Med-Dent-Vis)	\$ (2,307.33)	\$ (15,868.45)	\$ (7,722.72)	\$ (13,621.00)	\$ (21,343.72)
ELECTION DIVISION	100-15-181-22120	Expenses	Employee Benefits - PERS (ER Portion)	\$ (14,643.82)	\$ (14,901.45)	\$ (15,637.00)	\$ (1,214.00)	\$ (16,851.00)
COUNTY CLERK/RECORDER	100-27-180-16130	Revenues	County Clerk Service Fees	\$ 7,538.11	\$ 7,987.06	\$ 6,000.00	\$ 1,742.00	\$ 7,742.00
COUNTY CLERK/RECORDER	100-27-180-17010	Revenues	Miscellaneous Revenue	\$ 140.72	\$ 203.88	\$ -	\$ 187.00	\$ 187.00
COUNTY CLERK/RECORDER	100-27-180-21100	Expenses	Salary And Wages	\$ (309,976.63)	\$ (296,594.39)	\$ (406,210.00)	\$ 4,130.00	\$ (402,080.00)
COUNTY CLERK/RECORDER	100-27-180-22100	Expenses	Employee Benefits	\$ (43,504.76)	\$ (33,226.63)	\$ (39,740.00)	\$ (2,358.00)	\$ (42,098.00)
COUNTY CLERK/RECORDER	100-27-180-32000	Expenses	Office Expense	\$ (8,198.27)	\$ (6,619.03)	\$ (36,541.00)	\$ 25,040.00	\$ (11,501.00)
COUNTY CLERK/RECORDER	100-27-180-32010	Expenses	TECHNOLOGY EXPENSES	\$ (6,551.45)	\$ (10,530.75)	\$ (10,459.00)	\$ (72.00)	\$ (10,531.00)
COUNTY CLERK/RECORDER	100-27-180-32020	Expenses	Technology Expense-Software Licenses	\$ (12,027.77)	\$ (7,414.83)	\$ (13,665.00)	\$ (594.00)	\$ (14,259.00)
COUNTY CLERK/RECORDER	100-27-180-32860	Expenses	Rents & Leases - Other	\$ (4,905.64)	\$ (4,889.39)	\$ (4,500.00)	\$ (1,700.00)	\$ (6,200.00)
COUNTY CLERK/RECORDER	100-27-180-33120	Expenses	Special Department Expense	\$ (78.40)	\$ (82.36)	\$ (200.00)	\$ (27,600.00)	\$ (27,800.00)
COUNTY CLERK/RECORDER	100-27-180-33350	Expenses	Travel & Training Expense	\$ (183.39)	\$ (872.52)	\$ (2,725.00)	\$ (1,122.00)	\$ (3,847.00)
<b>Clerk Recorder Third Quarter General Fund Adjustment</b>							<b>\$ (571.00)</b>	

**THIRD QUARTER BUDGET REVIEW  
FY2021-22**

Budget unit Name	Account String	Type	Account Name	FY2020-21 Actuals	FY2021-22 YTD	FY2021-22 Adopted Budget	Requested Adjustment	Requested Amended Budget
<b>Animal Services</b>								
ANIMAL SERVICES	100-27-205-21120	Expenses	Overtime	\$ (1,213.17)	\$ (7,128.32)	\$ (6,500.00)	\$ (800.00)	\$ (7,300.00)
ANIMAL SERVICES	100-27-205-22110	Expenses	Employee Benefits - Health (Med-Dent-Vis)	\$ (56,776.03)	\$ (42,136.44)	\$ (80,400.00)	\$ 8,300.00	\$ (72,100.00)
ANIMAL SERVICES	100-27-205-30280	Expenses	Telephone/Communications	\$ (3,802.37)	\$ (3,554.55)	\$ (3,000.00)	\$ (600.00)	\$ (3,600.00)
ANIMAL SERVICES	100-27-205-32000	Expenses	Office Expense	\$ (3,668.05)	\$ (2,467.52)	\$ (3,279.77)	\$ 600.00	\$ (2,679.77)
ANIMAL SERVICES	100-27-205-32500	Expenses	Professional & Specialized Ser	\$ (7,447.35)	\$ (9,137.07)	\$ (6,000.00)	\$ (4,500.00)	\$ (10,500.00)
ANIMAL SERVICES	100-27-205-33120	Expenses	Special Department Expense	\$ (8,968.30)	\$ (10,269.92)	\$ (8,000.00)	\$ (3,000.00)	\$ (11,000.00)
<b>Animal Services Third Quarter General Fund Adjustment</b>							\$	-
<b>Community Development</b>								
PLANNING & TRANSPORTATION	100-27-250-16220	Revenues	Transportation Planning Servic	\$ 48,466.24	\$ 19,375.36	\$ 75,000.00	\$ (34,131.00)	\$ 40,869.00
PLANNING & TRANSPORTATION	100-27-250-22100	Expenses	Employee Benefits	\$ (82,588.01)	\$ (62,106.43)	\$ (91,556.00)	\$ 5,810.00	\$ (85,746.00)
PLANNING & TRANSPORTATION	100-27-250-30500	Expenses	Workers' Comp Ins Expense	\$ (9,984.00)	\$ (9,577.20)	\$ (9,577.00)	\$ (478.00)	\$ (10,055.00)
PLANNING & TRANSPORTATION	100-27-250-30510	Expenses	Liability Insurance Expense	\$ (4,980.00)	\$ (6,642.24)	\$ (6,642.00)	\$ (332.00)	\$ (6,974.00)
PLANNING & TRANSPORTATION	100-27-250-32000	Expenses	Office Expense	\$ (7,874.98)	\$ (6,030.61)	\$ (9,256.00)	\$ 2,000.00	\$ (7,256.00)
PLANNING & TRANSPORTATION	100-27-250-33602	Expenses	Civic Center Utilities	\$ (7,185.60)	\$ (2,746.38)	\$ (8,047.00)	\$ 2,000.00	\$ (6,047.00)
CODE ENFORCEMENT	100-27-252-16030	Revenues	Code Enforcement Fees	\$ 1,410.75	\$ 1,782.00	\$ 1,500.00	\$ 198.00	\$ 1,698.00
CODE ENFORCEMENT	100-27-252-16031	Revenues	Permit fee renewals - cannabis	\$ 4,453.66	\$ 792.00	\$ 990.00	\$ (198.00)	\$ 792.00
CODE ENFORCEMENT	100-27-252-22100	Expenses	Employee Benefits	\$ (20,390.77)	\$ (9,843.40)	\$ (20,107.00)	\$ 4,137.00	\$ (15,970.00)
CODE ENFORCEMENT	100-27-252-22110	Expenses	Employee Benefits - Health (Med-Dent-Vis)	\$ (11,454.73)	\$ (8,639.91)	\$ (26,816.00)	\$ 7,541.00	\$ (19,275.00)
CODE ENFORCEMENT	100-27-252-22120	Expenses	Employee Benefits - PERS (ER Portion)	\$ (43,434.97)	\$ (30,342.88)	\$ (35,209.00)	\$ (2,450.00)	\$ (37,659.00)
CODE ENFORCEMENT	100-27-252-30500	Expenses	Workers' Comp Ins Expense	\$ (2,496.00)	\$ (2,736.36)	\$ (2,736.00)	\$ (137.00)	\$ (2,873.00)
CODE ENFORCEMENT	100-27-252-30510	Expenses	Liability Insurance Expense	\$ (1,245.00)	\$ (1,219.84)	\$ (1,220.00)	\$ (91.00)	\$ (1,311.00)
PLANNING COMMISSION	100-27-253-22100	Expenses	Employee Benefits	\$ (353.88)	\$ (198.77)	\$ (417.00)	\$ 158.00	\$ (259.00)
PLANNING COMMISSION	100-27-253-30500	Expenses	Workers' Comp Ins Expense	\$ (6,240.00)	\$ (41.04)	\$ (41.00)	\$ (2.00)	\$ (43.00)
PLANNING COMMISSION	100-27-253-30510	Expenses	Liability Insurance Expense	\$ (3,113.00)	\$ (18.28)	\$ (18.00)	\$ (1.00)	\$ (19.00)
PLANNING COMMISSION	100-27-253-33350	Expenses	Travel & Training Expense	\$ (532.51)	\$ (1,154.52)	\$ (1,000.00)	\$ (155.00)	\$ (1,155.00)
BUILDING INSPECTOR	100-27-255-12050	Revenues	Building Permits	\$ 111,585.43	\$ 85,053.16	\$ 82,000.00	\$ 8,200.00	\$ 90,200.00
BUILDING INSPECTOR	100-27-255-16150	Revenues	Building Department Fees	\$ 111,213.68	\$ 97,818.48	\$ 79,310.00	\$ 7,931.00	\$ 87,241.00
BUILDING INSPECTOR	100-27-255-22100	Expenses	Employee Benefits	\$ (30,092.67)	\$ (21,187.51)	\$ (29,493.00)	\$ 347.00	\$ (29,146.00)
BUILDING INSPECTOR	100-27-255-22110	Expenses	Employee Benefits - Health (Med-Dent-Vis)	\$ (16,622.63)	\$ (12,178.51)	\$ (17,062.00)	\$ 2,703.00	\$ (14,359.00)
BUILDING INSPECTOR	100-27-255-22120	Expenses	Employee Benefits - PERS (ER Portion)	\$ (63,178.26)	\$ (51,499.60)	\$ (61,772.00)	\$ (2,703.00)	\$ (64,475.00)
BUILDING INSPECTOR	100-27-255-30500	Expenses	Workers' Comp Ins Expense	\$ (4,992.00)	\$ (4,364.48)	\$ (4,364.00)	\$ (219.00)	\$ (4,583.00)
BUILDING INSPECTOR	100-27-255-30510	Expenses	Liability Insurance Expense	\$ (3,158.00)	\$ (2,556.12)	\$ (2,556.00)	\$ (128.00)	\$ (2,684.00)
PLANNING & TRANSPORTATION	187-27-250-15900	Revenues	Oth: Other Govt Agencies	\$ 2,891.36	\$ -	\$ 378,414.00	\$ (120,000.00)	\$ 258,414.00
PLANNING & TRANSPORTATION	187-27-250-32450	Expenses	Contract Services	\$ -	\$ (73,917.10)	\$ (348,414.00)	\$ 120,000.00	\$ (228,414.00)
<b>Community Development Third Quarter General Fund Adjustment</b>							\$	-
<b>Emergency Medical Services</b>								
PARAMEDIC PROGRAM	100-42-855-30280	Expenses	Telephone/Communications	\$ (16,025.40)	\$ (9,314.65)	\$ (18,810.00)	\$ 5,000.00	\$ (13,810.00)
PARAMEDIC PROGRAM	100-42-855-32000	Expenses	Office Expense	\$ (9,912.14)	\$ (3,260.31)	\$ (10,000.00)	\$ 4,000.00	\$ (6,000.00)
PARAMEDIC PROGRAM	100-42-855-32450	Expenses	Contract Services	\$ (13,899.88)	\$ (14,473.22)	\$ (10,000.00)	\$ (8,000.00)	\$ (18,000.00)
PARAMEDIC PROGRAM	100-42-855-33100	Expenses	Education & Training	\$ (9,847.34)	\$ (6,137.05)	\$ (15,000.00)	\$ 4,000.00	\$ (11,000.00)
PARAMEDIC PROGRAM	100-42-855-33600	Expenses	Utilities	\$ (20,463.62)	\$ (21,019.21)	\$ (18,000.00)	\$ (5,000.00)	\$ (23,000.00)
<b>EMS Third Quarter General Fund Adjustment</b>							\$	-
<b>Social Services</b>								
WORKFORCE INVESTMENT ACT (WIA)	111-56-869-32000	Expenses	Office Expense	\$ (1,916.12)	\$ (327.93)	\$ (3,000.00)	\$ 1,500.00	\$ (1,500.00)
WORKFORCE INVESTMENT ACT (WIA)	111-56-869-32950	Expenses	Rents & Leases - Real Property	\$ (4,770.00)	\$ (4,971.10)	\$ (4,770.00)	\$ (1,500.00)	\$ (6,270.00)
<b>Social Services Third Quarter General Fund Adjustment</b>							\$	-
<b>TOTAL THIRD QUARTER GENERAL FUND ADJUSTMENT, ALL DEPARTMENTS</b>							\$	<b>1,618.96</b>

**THIRD QUARTER BUDGET REVIEW  
FY2021-22**

Budget unit Name	Account String	Type	Account Name	FY2020-21 Actuals	FY2021-22 YTD	FY2021-22 Adopted Budget	Requested Adjustment	Requested Amended Budget
<b>Behavioral Health</b>								
BEHAVIORAL HEALTH	120-41-840-32020	Expenses	Technology Expense-Software Licenses	\$ (15,316.85)	\$ (73,857.10)	\$ (73,940.00)	\$ (1,260.00)	\$ (75,200.00)
BEHAVIORAL HEALTH	120-41-840-33120	Expenses	Special Department Expense	\$ (52,639.75)	\$ (6,429.24)	\$ (1,000.00)	\$ (5,988.00)	\$ (6,988.00)
BEHAVIORAL HEALTH	120-41-840-33602	Expenses	Civic Center Utilities	\$ (3,018.22)	\$ (692.13)	\$ -	\$ (2,250.00)	\$ (2,250.00)
<b>Third Quarter Adjustment to Budget Unit 120-41-840 Fund Balance</b>							<b>\$ (9,498.00)</b>	
ALCOHOL & DRUG ABUSE SERVICES	120-41-845-32950	Expenses	Rents & Leases - Real Property	\$ (43,621.17)	\$ (39,986.10)	\$ (31,860.00)	\$ (11,761.00)	\$ (43,621.00)
ALCOHOL & DRUG ABUSE SERVICES	120-41-845-33602	Expenses	Civic Center Utilities	\$ (3,018.23)	\$ (1,153.55)	\$ (47,002.00)	\$ (3,750.00)	\$ (50,752.00)
<b>Third Quarter Adjustment to Budget Unit 120-41-845 Fund Balance</b>							<b>\$ (15,511.00)</b>	
MENTAL HEALTH SERVICES ACT MHS	121-41-841-15220	Revenues	St: Mental Health	\$ -	\$ 14,183.00	\$ 16,922.00	\$ (1,123.00)	\$ 15,799.00
MENTAL HEALTH SERVICES ACT MHS	121-41-841-15498	Revenues	St: Misc State Revenue	\$ -	\$ -	\$ (70.00)	\$ 70.00	\$ -
MENTAL HEALTH SERVICES ACT MHS	121-41-841-32950	Expenses	Rents & Leases - Real Property	\$ (23,878.80)	\$ (21,888.90)	\$ -	\$ (23,878.00)	\$ (23,878.00)
MENTAL HEALTH SERVICES ACT MHS	121-41-841-33602	Expenses	Civic Center Utilities	\$ (6,036.46)	\$ (2,768.51)	\$ (53,785.00)	\$ 44,785.00	\$ (9,000.00)
MENTAL HEALTH SERVICES ACT MHS	121-41-841-53022	Expenses	Fixed Assets: Buildings	\$ (222,876.57)	\$ -	\$ (1,500,000.00)	\$ 1,500,000.00	\$ -
MENTAL HEALTH SERVICES ACT MHS	121-41-841-60100	Expenses	Operating Transfers Out	\$ (109,698.48)	\$ (108,975.40)	\$ (158,955.00)	\$ (21,791.00)	\$ (180,746.00)
<b>Third Quarter Adjustment to Budget Unit 121-41-841 Fund Balance</b>							<b>\$ 1,498,063.00</b>	
<b>Public Health</b>								
PUBLIC HEALTH	130-41-860-13020	Revenues	Car Seat Safety -Vc27360	\$ 212.28	\$ 394.62	\$ 250.00	\$ 150.00	\$ 400.00
PUBLIC HEALTH	130-41-860-13080	Revenues	Aids Edu -H&S 11377C	\$ 336.82	\$ 300.18	\$ 250.00	\$ 50.00	\$ 300.00
PUBLIC HEALTH	130-41-860-15190	Revenues	St: Hiv Surveillance	\$ 2,374.21	\$ 1,223.79	\$ 1,000.00	\$ 224.00	\$ 1,224.00
PUBLIC HEALTH	130-41-860-21120	Expenses	Overtime	\$ (31,963.49)	\$ (22,708.84)	\$ (20,000.00)	\$ (4,772.00)	\$ (24,772.00)
PUBLIC HEALTH	130-41-860-31700	Expenses	Membership Fees	\$ (6,960.42)	\$ (10,881.74)	\$ (10,000.00)	\$ (1,382.00)	\$ (11,382.00)
PUBLIC HEALTH	130-41-860-32950	Expenses	Rents & Leases - Real Property	\$ (10,176.03)	\$ (5,000.00)	\$ 180,813.00	\$ (186,813.00)	\$ (6,000.00)
PUBLIC HEALTH	130-41-860-33602	Expenses	Civic Center Utilities	\$ (9,471.36)	\$ (3,573.79)	\$ (24,479.00)	\$ 16,479.00	\$ (8,000.00)
PUBLIC HEALTH	130-41-860-60100	Expenses	Operating Transfers Out	\$ (752,785.83)	\$ (140,673.90)	\$ (1,536,286.00)	\$ 141,520.00	\$ (1,394,766.00)
<b>Third Quarter Adjustment to Budget Unit 130-41-860 Fund Balance</b>							<b>\$ (34,544.00)</b>	
HEALTH EDUCATION	131-41-847-18100	Revenues	Operating Transfers In	\$ 310,012.39	\$ -	\$ 330,886.00	\$ 14,959.00	\$ 345,845.00
HEALTH EDUCATION	131-41-847-21120	Expenses	Overtime	\$ (950.66)	\$ -	\$ (500.00)	\$ 500.00	\$ -
HEALTH EDUCATION	131-41-847-32950	Expenses	Rents & Leases - Real Property	\$ (928.47)	\$ -	\$ 15,048.00	\$ (15,048.00)	\$ -
HEALTH EDUCATION	131-41-847-33120	Expenses	Special Department Expense	\$ (63,188.99)	\$ (113,994.22)	\$ (100,000.00)	\$ (15,360.00)	\$ (115,360.00)
HEALTH EDUCATION	131-41-847-33602	Expenses	Civic Center Utilities	\$ (785.97)	\$ (300.08)	\$ (1,379.00)	\$ 779.00	\$ (600.00)
HEALTH EDUCATION	131-41-847-60100	Expenses	Operating Transfers Out	\$ (14,051.04)	\$ (11,812.00)	\$ (29,217.00)	\$ 14,170.00	\$ (15,047.00)
<b>Third Quarter Adjustment to Budget Unit 131-41-847 Fund Balance</b>							<b>\$ -</b>	
PUBLIC HEALTH	133-41-860-18100	Revenues	Operating Transfers In	\$ 41,538.00	\$ -	\$ 121,911.00	\$ 6,451.00	\$ 128,362.00
PUBLIC HEALTH	133-41-860-21120	Expenses	Overtime	\$ (17,801.56)	\$ (228.28)	\$ (5,000.00)	\$ 4,772.00	\$ (228.00)
PUBLIC HEALTH	133-41-860-32950	Expenses	Rents & Leases - Real Property	\$ (1,661.46)	\$ (2,105.00)	\$ 14,465.00	\$ (16,775.00)	\$ (2,310.00)
PUBLIC HEALTH	133-41-860-33351	Expenses	Vehicle Fuel Costs	\$ -	\$ -	\$ (500.00)	\$ 250.00	\$ (250.00)
PUBLIC HEALTH	133-41-860-33360	Expenses	Motor Pool Expense	\$ -	\$ -	\$ (1,000.00)	\$ 750.00	\$ (250.00)
PUBLIC HEALTH	133-41-860-33602	Expenses	Civic Center Utilities	\$ (874.51)	\$ (333.67)	\$ (1,479.00)	\$ 779.00	\$ (700.00)
PUBLIC HEALTH	133-41-860-53030	Expenses	Capital Equipment, \$5,000+	\$ (30,024.42)	\$ -	\$ (9,951.00)	\$ (11,993.00)	\$ (21,944.00)
PUBLIC HEALTH	133-41-860-60100	Expenses	Operating Transfers Out	\$ (15,633.96)	\$ (13,133.80)	\$ (31,527.00)	\$ 15,766.00	\$ (15,761.00)
<b>Third Quarter Adjustment to Budget Unit 133-41-860 Fund Balance</b>							<b>\$ -</b>	
HEALTH EDUCATION	135-41-847-15250	Revenues	St: Health Ed-Tobacco	\$ 112,500.00	\$ 262,500.00	\$ 150,000.00	\$ 37,500.00	\$ 187,500.00
<b>Third Quarter Adjustment to Budget Unit 135-41-847 Fund Balance</b>							<b>\$ 37,500.00</b>	
HEALTH EDUCATION	136-41-847-15250	Revenues	St: Health Ed-Tobacco	\$ 106,812.00	\$ 209,674.73	\$ 150,000.00	\$ 37,500.00	\$ 187,500.00
HEALTH EDUCATION	136-41-847-60100	Expenses	Operating Transfers Out	\$ (243,295.99)	\$ -	\$ (150,000.00)	\$ (60,041.00)	\$ (210,041.00)
<b>Third Quarter Adjustment to Budget Unit 136-41-841 Fund Balance</b>							<b>\$ 14,959.00</b>	

**THIRD QUARTER BUDGET REVIEW  
FY2021-22**

Budget unit Name	Account String	Type	Account Name	FY2020-21 Actuals	FY2021-22 YTD	FY2021-22 Adopted Budget	Requested Adjustment	Requested Amended Budget
Environmental Health	137-41-862-12120	Revenues	Food Permits	\$ 70,870.55	\$ 64,086.00	\$ 70,000.00	\$ (8,000.00)	\$ 62,000.00
Environmental Health	137-41-862-12130	Revenues	Pool Permits	\$ 56,667.00	\$ 34,207.32	\$ 54,348.00	\$ (5,863.00)	\$ 48,485.00
Environmental Health	137-41-862-12140	Revenues	Underground Tank Permits	\$ 57,884.50	\$ 65,583.00	\$ 65,000.00	\$ (1,000.00)	\$ 64,000.00
Environmental Health	137-41-862-12150	Revenues	Small Water System Permits	\$ 42,864.20	\$ 36,693.00	\$ 43,000.00	\$ (6,000.00)	\$ 37,000.00
Environmental Health	137-41-862-18100	Revenues	Operating Transfers In	\$ 541,923.87	\$ -	\$ 787,153.00	\$ 20,863.00	\$ 808,016.00
Environmental Health	137-41-862-31200	Expenses	Equip Maintenance & Repair	\$ -	\$ (147.49)	\$ -	\$ (148.00)	\$ (148.00)
Environmental Health	137-41-862-32010	Expenses	TECHNOLOGY EXPENSES	\$ (5,002.05)	\$ (7,254.59)	\$ (9,810.00)	\$ 1,177.00	\$ (8,633.00)
Environmental Health	137-41-862-32950	Expenses	Rents & Leases - Real Property	\$ (2,002.35)	\$ (1,666.70)	\$ 56,322.00	\$ (58,322.00)	\$ (2,000.00)
Environmental Health	137-41-862-33120	Expenses	Special Department Expense	\$ (304.89)	\$ (740.42)	\$ (312.00)	\$ (429.00)	\$ (741.00)
Environmental Health	137-41-862-33350	Expenses	Travel & Training Expense	\$ (350.00)	\$ (651.20)	\$ (1,850.00)	\$ 400.00	\$ (1,450.00)
Environmental Health	137-41-862-33351	Expenses	Vehicle Fuel Costs	\$ (3,654.40)	\$ (2,011.33)	\$ (2,400.00)	\$ (400.00)	\$ (2,800.00)
Environmental Health	137-41-862-33602	Expenses	Civic Center Utilities	\$ (3,044.52)	\$ (1,122.51)	\$ (6,892.00)	\$ 4,692.00	\$ (2,200.00)
Environmental Health	137-41-862-60100	Expenses	Operating Transfers Out	\$ (54,428.04)	\$ (44,184.80)	\$ (106,052.00)	\$ 53,030.00	\$ (53,022.00)
<b>Third Quarter Adjustment to Budget Unit 137-41-862 Fund Balance</b>							\$ -	
<b>Public Works</b>								
CIP CIVIC CENTER	193-18-725-53022	Expenses	Fixed Assets: Buildings	\$ (114,352.27)	\$ (163,608.57)	\$ (388,328.00)	\$ 130,000.00	\$ (258,328.00)
CIP CIVIC CENTER	193-18-725-60100	Expenses	Operating Transfers Out	\$ (213,360.04)	\$ -	\$ -	\$ (130,000.00)	\$ (130,000.00)
<b>Third Quarter Adjustment to Budget Unit 193-18-725 Fund Balance</b>							\$ -	
<b>County Counsel</b>								
INSURANCE	652-10-300-17125	Revenues	Dental Premium Revenue	\$ -	\$ -	\$ -	\$ 70,000.00	\$ 70,000.00
INSURANCE	652-10-300-90000	Expenses	Prior Year GF Allocation	\$ -	\$ -	\$ -	\$ (70,000.00)	\$ (70,000.00)
<b>Third Quarter Adjustment to Budget Unit 652-10-300 Fund Balance</b>							\$ -	
<b>Information Technology</b>								
TECHNOLOGY REFRESH	653-17-150-16950	Revenues	Inter-Fund Revenue	\$ 376,604.05	\$ 503,290.01	\$ 503,290.00	\$ 130,000.00	\$ 633,290.00
TECHNOLOGY REFRESH	653-17-150-53030	Expenses	Capital Equipment, \$5,000+	\$ (40,553.74)	\$ (65,971.88)	\$ (53,000.00)	\$ (130,000.00)	\$ (183,000.00)
<b>Third Quarter Adjustment to Budget Unit 653-17-150 Fund Balance</b>							\$ -	



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 10, 2022

**TIME REQUIRED**

**SUBJECT** Closed Session - Labor Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. 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 Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time

Who

Approval





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 10, 2022

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employee  
Evaluation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

PHONE/EMAIL: /

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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