



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

Regular Meeting January 9, 2024

TELECONFERENCE INFORMATION

This meeting will be held in person at the location listed above. Additionally, a teleconference location will be available where the public and members of the Board may participate by electronic means.

1. Mammoth Teleconference Location – for meetings held on the first and second Tuesday of each month - Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
2. Bridgeport Teleconference Location – for meetings held on the third Tuesday of each Month - Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
3. Zoom Webinar.

Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/86184622677> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 861 8462 2677.

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 861 8462 2677

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

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: https://monocounty.granicus.com/MediaPlayer.php?publish_id=714fe04d-98f2-4e11-b476-233e3caea796

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. 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

A. Election of New 2024 Board Chair

Departments: Board of Supervisors

5 minutes

(Rhonda Duggan, Outgoing Board Chair) - The outgoing Board Chair will call for nominations to elect the Chair of the Board for 2024.

Recommended Action: Elect the new Chair of the Board for 2024.

Fiscal Impact: None.

B. Presentation to Outgoing Board Chair Rhonda Duggan

Departments: Board of Supervisors

5 minutes

(Newly Elected Board Chair) - Presentation to outgoing Board Chair Rhonda Duggan by newly elected Board Chair honoring Supervisor Duggan's service to the Board in 2023.

Recommended Action: None.

Fiscal Impact: None.

C. Election of New 2024 Vice Chair

Departments: Board of Supervisors

5 minutes

(Newly Elected Board Chair) - The newly elected Board Chair will call for nominations to elect the Vice Chair of the Board for 2024.

Recommended Action: Elect the new Vice Chair of the Board for 2024.

Fiscal Impact: None.

D. Election of New 2024 Chair Pro-Tem

Departments: Board of Supervisors

5 minutes

(Newly Elected Board Chair) - The newly elected Board Chair will call for nominations to elect the Chair Pro-Tem of the Board for 2024.

Recommended Action: Elect the new Chair Pro-Tem of the Board for 2024.

Fiscal Impact: None.

E. Mono County 2023 Community Spirit Award

Departments: Board of Supervisors

15 minutes

(Supervisor Duggan) - The Mono County Community Spirit Award celebrates the people in our county who take the initiative to do something beneficial for their community. Supervisor Duggan, as outgoing 2023 Board Chair, requests that the Board of Supervisors recognize Lorinda Beatty with the fourth annual Mono County Community Spirit Award for her outstanding devotion and commitment to her community and to Mono County.

Recommended Action: Award Lorinda Beatty Mono County's 2023 Community Spirit Award.

Fiscal Impact: None.

F. Recognition of Finance Director, Dr. Janet Dutcher

Departments: County Administrative Office

10 minutes

(Sandra Moberly, County Administrative Officer) - A proclamation of the Mono County Board of Supervisors recognizing Finance Director Janet Dutcher for completion of her Ph.D.

Recommended Action: Approve the proclamation of the Mono County Board of Supervisors recognizing Finance Director Janet Dutcher for completion of her Ph.D.

Fiscal Impact: 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. Out-of-State Travel Authorization for 2024 National Association of Counties' (NACo) Legislative Conference

Departments: Board of Supervisors

Out-of-state travel request for Supervisors Duggan and Peters to attend the 2024 National Association of Counties (NACo) Legislative Conference in Washington, D.C. Supervisor Peters travel and registration is paid by California State Association of Counties (CSAC).

Recommended Action: Approve out-of-state travel request for Supervisors Duggan and Peters to attend the 2024 National Association of Counties (NACo) Legislative Conference in Washington, D.C.

Fiscal Impact: Up to \$3,000 per Supervisor for conference registration, hotel stay, and air travel, which is included in the Board of Supervisors' budget for FY 2023-24

B. Inmate Welfare Fund Annual Report Fiscal Year 2022-2023

Departments: Sheriff's Office

California Penal Code Section 4025(e) states: The money and property deposited in the inmate welfare fund shall be expended by the sheriff primarily for the benefit, education, and welfare of the inmates confined within the jail. An itemized report of these expenditures shall be submitted annually to the board of supervisors.

Recommended Action: Receive the Inmate Welfare Fund Annual Report for Fiscal Year 2022-2023.

Fiscal Impact: None.

C. Shared Service Agreements with Inyo County

Departments: County Administrative Office

Proposed contracts with Inyo County pertaining to Agricultural Commissioner Sealer of Weights and Measures and Veterans Services Officer shared services.

Recommended Action: Approve, and authorize Chair to sign, contracts with

Inyo County for Agricultural Commissioner Sealer of Weights and Measures and Veterans Services Officer services, effective upon approval until terminated by either County, for 50% of the program costs, as outlined in the contracts.

Fiscal Impact: Costs of the agreements are included in the adopted budget and are not changing from the previous contracts. New contracts provide additional approval authority by Mono County for the purchase of Capital Assets.

D. Construction Board of Appeals Appointments

Departments: Community Development Department

15 minutes

(Tom Perry, Building Official) - Appointments to the Mono County Construction Board of Appeals.

Recommended Action: Appoint Bob Strong, Greg Enright, Kathy Cage, and Nathan Taylor and reappoint Steve Shipley to the five (5) member Construction Board of Appeals for the following terms: Steve Shipley and Bob Strong, 4 years to expire December 31, 2027; Greg Enright, Kathy Cage and Nathan Taylor, 2 years to expire December 31, 2025.

Fiscal Impact: Fiscal impacts are negligible. Board operating costs are confined to support staff and minimal office expenses. Appeal fees will cover costs of individual appeals.

E. Memorandum of Agreement for Mutual Aid between Central California County Probation Departments

Departments: Probation

Proposed Memorandum of Agreement pertaining to Mutual Aid between Central California County Probation Departments.

Recommended Action: Approve and authorize Chief of Probation Karin Humiston to sign Memorandum of Agreement with Central California County Probation Departments for Mutual Aid assistance.

Fiscal Impact: Fiscal impact cannot be estimated at this time.

F. Resolution Amending Voice and Electronic Media Policy

Departments: Information Technology

10 minutes

(Mike Martinez, Information Technology Director) - Proposed resolution amending the Administrative Policies and Procedures Manual for the County of Mono to implement a retention period for electronic communications such as Teams chat, Teams channels and other text based messages.

Recommended Action: Adopt proposed resolution amending the Administrative Policies and Procedures Manual for the County of Mono to

implement a retention period for electronic communications such as Teams chat. Teams channels and other text base messages. Provide any desired direction to staff.

Fiscal Impact: None.

G. Community Corrections Partnership (CCP) Realignment Implementation Plan

Departments: Probation

A resolution of the Mono County Board of Supervisors accepting the Mono County Community Corrections Partnership (CCP) Realignment Implementation Plan Annual Report for 2023 submitted to the Board of State and Community Corrections.

Recommended Action: Staff recommends that the Board adopt proposed resolution, accepting the Mono County Community Corrections Partnership (CCP) Executive Committee Realignment Report and Implementation Plan Annual Report that was submitted to the Board of State and Community Corrections for 2023.

Fiscal Impact: Adoption establishes eligibility for the Community Corrections Partnership (CCP) Implementation Grant funding, which is anticipated to be \$100,000 to be received by the end of January 2024.

H. New Water Truck Purchase

Departments: Public Works - Roads

To purchase a new water truck to replace the old water truck. This was included in the approved Capital Asset Schedule for FY 23-24.

Recommended Action: Approve the purchase of a new water truck and authorize Public Works Director to sign, Sales Order for purchase of a water truck on behalf of the County in an amount not to exceed \$180,000.

Fiscal Impact: The Approved Capital Asset Budget included \$262,928 for a water truck purchase. The water truck price is \$165,990, with a maximum of \$180,000 including a contingency.

I. Contract with Desert Springs Trout Farm, LLC.

Departments: Economic Development

Proposed contract with Desert Springs Trout Farm, LLC pertaining to fish stocking services.

Recommended Action: Approve and authorize Chair to sign an updated contract with Desert Springs Trout Farm for fish stocking services for the period December 1, 2023, through November 30, 2026, and a not-to-exceed amount of \$600,000.

Fiscal Impact: No new or additional fiscal impacts. The agreement shall not exceed \$120,000 in any twelve-month period and this amount was included in the fiscal year 2023-24 adopted budget for the fish enhancement fund.

J. Appropriation Transfer Request - CRIS Radio System

Departments: Emergency Management

5 minutes

(Chris Mokracek, Director of Emergency Management) - Appropriation Transfer Request (ATR) of \$143,240 from the General Fund Contingency to increase the Emergency Communications Capital Project Fund budget by \$499,280 for the funding of expected costs over and above the \$3,000,000 COPS Grant. Per a Cost Share Agreement with the Town of Mammoth Lakes and the Mammoth Lakes Fire Protection District, the Town will pay \$272,837 and the Fire District will pay \$83,203. The County share will be \$143,240, which the transfer from GF contingency covers.

Recommended Action: Approve Appropriation Transfer request in the amount of \$143,240 from the General Fund Contingency to increase capital appropriations in the Emergency Communications Capital Project fund by \$499,280 with offsetting revenue of \$356,040 from the Town of Mammoth Lakes and the Mammoth Lakes Fire Protection District (requires 4/5ths vote).

Fiscal Impact: This item increases the budgeted expenditures for the CRIS Capital project fund by \$499,280. The expenditures will be offset by revenues of \$272,837 from the Town of Mammoth Lakes for their portion of the radio equipment, \$83,203 from the Mammoth Lakes Fire District for their portion of the radio equipment and \$143,240 from Board approved GF Contingency for FY 2023-24 Budget.

K. Reappointment to Bridgeport Valley Regional Planning Advisory Committee (RPAC)

Departments: Community Development

Bridgeport Valley Regional Planning Advisory Committee (RPAC) re-appointment of Brianna Brown and Jimmy Little.

Recommended Action: Re-appoint Brianna Brown and Jimmy Little to the Bridgeport Valley RPAC for four-year terms expiring December 31, 2027.

Fiscal Impact: None.

L. 2nd Amendment Employment Agreement Gail DuBlanc

Departments: County Administrative Office and Human Resources

Proposed resolution approving an amendment to the agreement prescribing the compensation, appointment, and conditions of employment for Gail DuBlanc and to allow Ms. DuBlanc to choose between overtime pay or the accrual of

compensatory time off (CTO).

Recommended Action: Adopt proposed resolution.

Fiscal Impact: There is no immediate fiscal impact from this amendment. The amendment provides the employee with the option to accrue overtime hours until a later time when it can be used as time off or cashed out.

M. 1st Amendment Employment Agreement Audriana Rodriguez

Departments: County Administrative Office and Human Resources

Proposed resolution approving an amendment to the agreement prescribing the compensation, appointment, and conditions of employment for Audriana Rodriguez and to allow Ms. Rodriguez to choose between overtime pay or the accrual of compensatory time off (CTO).

Recommended Action: Adopt proposed resolution.

Fiscal Impact:

There is no immediate fiscal impact from this amendment. The amendment provides the employee with the option to accrue overtime hours until a later time when it can be used as time off or cashed out.

N. 1st Amendment Employment Agreement Nicole Beck

Departments: County Administrative Office and Human Resources

Proposed resolution approving an amendment to the agreement prescribing the compensation, appointment, and conditions of employment for Nicole Beck and to allow Ms. Beck to choose between overtime pay or the accrual of compensatory time off (CTO).

Recommended Action: Adopt proposed resolution.

Fiscal Impact:

There is no immediate fiscal impact from this amendment. The amendment provides the employee with the option to accrue overtime hours until a later time when it can be used as time off or cashed out.

O. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 11/30/2023.

Recommended Action: Approve the Treasury Transaction Report for the month ending 11/30/2023.

Fiscal Impact: None.
6. CORRESPONDENCE RECEIVED

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

A. Letter regarding plowing of Virginia Lakes

Departments: Clerk of the Board

Letter from Virginia Lakes Resort regarding the priority of snow plowing of the Virginia Lakes roads.

B. Yosemite National Park Letter

Departments: Clerk of the Board

Thank you letter from Yosemite National Park for County support to keep the Tioga Road open following the extreme winter of 2022-23.

7. REGULAR AGENDA - MORNING

A. Public Hearing: Proposed Ordinance Establishing Title 20, “Chapter 20.20 – Density Bonus Ordinance,” in the Mono County Code to Implement the State Density Bonus Law

Departments: Community Development

15 minutes

(Wendy Sugimura, Community Development Director) - Proposed ordinance establishing Title 20, “Chapter 20.20 – Density Bonus Ordinance,” in the Mono County Code to Implement the State Density Bonus Law.

Recommended Action: Conduct a public hearing on the proposed ordinance; and introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: None. The cost of staff time to process applications is included in the Department's budget.

B. Annual Appointments of Supervisors to Boards, Commissions, and Committees for 2024

Departments: Clerk of the Board

15 minutes

(Queenie Barnard, Clerk-Recorder-Registrar) - Mono County Supervisors serve on various boards, commissions, and committees for one-year terms that expired on December 31, 2023. Each January, the Board of Supervisors makes appointments for the upcoming year.

Recommended Action: Appoint Supervisors to boards, commissions, and

committees for 2024.

Fiscal Impact: None.

C. Appointment of Emergency Standby Officials

Departments: Emergency Management

10 minutes

(Chris Mokracek, Director of Emergency Management) - Presentation regarding the appointment of Emergency Standby Officials pursuant to the California Emergency Services Act to ensure continuity of county government in the event that conditions of disaster prevent one or more members of the Board of Supervisors, or the County Administrative Officer, from carrying out their official duties.

Recommended Action: Receive information from staff regarding the appointment of Emergency Standby Officials and give direction regarding whether to modify any of the first alternate appointments made by the Board in 2023, as follows and memorialized in Minute Order 23-098: District 1 - Patricia Robertson, District 2 - Kathryn Peterson, District 3 - Paul McFarland, District 4 - Jeff Simpson, and District 5 - Stacy Corless.

Fiscal Impact: None.

D. Letter to Inyo National Forest (INF) Regarding Gull Lake Park Land Trade

Departments: County Administrative Office

10 minutes

(Sandra Moberly, County Administrative Officer) - Presentation by County Administrative Officer regarding letter of interest to the Inyo National Forest in acquiring the land under Gull Lake Park.

Recommended Action: Approve proposed letter to the Inyo National Forest. Provide any desired direction to staff.

Fiscal Impact: No immediate fiscal impact. However, if the transfer is successful, the community acquires an important asset and with it the County accepts responsibility for any future maintenance costs, if any.

E. Letter of Support for Whitebark Institute's Grant Application

Departments: Clerk of the Board, Sponsored by Supervisor Gardner

5 minutes

(Supervisor Gardner) - Letter of support for the Whitebark Institute's grant application for the Eastern Sierra Climate & Communities Resilience Project (ESCCRP).

Recommended Action: To approve the letter of support and to approve the Board Chair to execute letter on behalf of the Mono County Board of

Supervisors.

Fiscal Impact: None.

F. Update on Bridgeport Post Office

Departments: County Administrative Office

15 minutes

(Sandra Moberly, County Administrative Officer) - Update on the current status of the Bridgeport Post Office.

Recommended Action: Informational only. Provide desired direction to staff.

Fiscal Impact: None.

8. CLOSED SESSION

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Sandra Moberly, Mary Booher, Stacey Simon, Janet Dutcher, Jay Sloane, Christine Bouchard, 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 - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: Workers' Compensation Claim of Donald Starks.

C. Closed Session - Public Employment

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

D. Closed Session - Public Employee Evaluation

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

9. REGULAR AGENDA - AFTERNOON

A. Election Education Series Part 1: Voter Registration and Primary Election Voting

Departments: Elections

15 minutes

(Queenie Barnard, Clerk-Recorder-Registrar) - In anticipation of the upcoming March 5, 2024, Presidential Primary Election, the Mono County Registrar will be presenting a four-part Election Education Series to the Board of Supervisors and public. Part 1 of the series will review Voter Registration and Primary Election Voting.

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

Fiscal Impact: None.

B. Snow Removal Priority for Mono County Roads

Departments: Public Works - Roads

15 minutes

(Steve Reeves, Public Works Road Superintendent) - Proposed resolution establishing Snow Removal Policies, Procedures, and Priorities for County-Maintained Roads with the specific administrative changes: The snow removal priority classification for Oil Plant Road is changed from Class I to Class III.

Recommended Action: Adopt proposed resolution.

Fiscal Impact: No fiscal impacts as proposed. Additional revisions to the Snow Removal Policies or Priorities could cause a fiscal impact.

C. Mono County Jail Facility - Update

Departments: Public Works

10 minutes

(Paul Roten, Public Works Director) - Presentation by Public Works Director, Paul Roten regarding the progress in constructing a new Mono County Jail on Twin Lakes Road in Bridgeport.

Recommended Action: None, informational only.

Fiscal Impact: None.

D. Memorandum of Understanding with White Mountain Fire Protection District Regarding the Provision of First Responder Services

Departments: County Administrative Office

10 minutes

(Sandra Moberly, County Administrative Officer) - Proposed Memorandum of Understanding (MOU) with the White Mountain Fire Protection District (WMFPD) pertaining to the provision of emergency medical transport and basic life support

services within the boundaries of the WMFPD.

Recommended Action: Approve, and authorize Chair to sign, MOU with White Mountain Fire Protection District for the provision of emergency medical transport and basic life support services within the boundaries of the WMFPD for the period January 1, 2024, through June 30, 2029, with automatic one-year renewals thereafter unless terminated, and a not-to-exceed amount of \$300,000 per year.

Fiscal Impact: Continues contract EMS service in White Mountain Fire Protection District's service area for \$300,000 per year. Initially the County would continue to provide billing services for the District and retain 10% of revenues collected. Provision of this service by the County would terminate no later than September 1, 2024.

E. Resolution to Provide 3% Cost-of-Living Adjustment for At-Will County Employees and Elected Department Heads

Departments: County Administrative Office

5 minutes

(Sandra Moberly, County Administrative Officer) - Proposed resolution to approve a 3% cost-of-living adjustment for unrepresented at-will management level employees and elected department heads.

Recommended Action: Adopt the proposed resolution establishing and adjusting the base compensation for unrepresented at-will employees and elected department heads to implement a 3% cost of living adjustment. Provide any desired direction to staff.

Fiscal Impact: The fiscal impact of this request for the remainder of this fiscal year is estimated at \$48,313 with \$91,745 being the increase in salary costs and \$43,432 being the net savings from pension cost sharing. The County's General Fund funds approximately 81% of this cost/savings.

F. Employment Agreement and Allocation List Amendment - Anne Frievalt

Departments: County Counsel

5 minutes

(Stacey Simon, County Counsel) - Proposed resolutions 1. directing the County Administrative Officer to amend the list of allocated positions to add the position of Temporary (6 months) Staff Attorney in the office of the County Counsel; and 2. approving terms and conditions of employment for Anne L. Frievalt as a Temporary Staff Attorney in the office of the County Counsel.

Recommended Action: Announce Fiscal Impact. Adopt resolutions amending the list of allocated positions to add the position of Temporary Staff Attorney in the office of the County Counsel and approving terms and conditions of employment for Anne L. Frievalt.

Fiscal Impact: The estimated cost of this 6-month temporary employment contract is \$85,440, of which \$77,266 is salary and \$8,175 is the cost of pension and payroll taxes. Budget savings is available to fund these unanticipated costs.

10.

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 January 9, 2024

Departments: Board of Supervisors

TIME REQUIRED 5 minutes

SUBJECT Election of New 2024 Board Chair

**PERSONS
APPEARING
BEFORE THE
BOARD**

Rhonda Duggan, Outgoing Board
Chair

AGENDA DESCRIPTION:

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

The outgoing Board Chair will call for nominations to elect the Chair of the Board for 2024.

RECOMMENDED ACTION:

Elect the new Chair of the Board for 2024.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7609325535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
12/14/2023 2:16 PM	County Counsel	Yes
1/3/2024 5:48 AM	Finance	Yes
1/3/2024 2:50 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Board of Supervisors

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Newly Elected Board Chair

SUBJECT Presentation to Outgoing Board Chair Rhonda Duggan

AGENDA DESCRIPTION:

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

Presentation to outgoing Board Chair Rhonda Duggan by newly elected Board Chair honoring Supervisor Duggan's service to the Board in 2023.

RECOMMENDED ACTION:

None.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
12/14/2023 2:15 PM	County Counsel	Yes
1/3/2024 5:48 AM	Finance	Yes
1/3/2024 10:50 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Board of Supervisors

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Newly Elected Board Chair

SUBJECT Election of New 2024 Vice Chair

AGENDA DESCRIPTION:

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

The newly elected Board Chair will call for nominations to elect the Vice Chair of the Board for 2024.

RECOMMENDED ACTION:

Elect the new Vice Chair of the Board for 2024.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7609325535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
12/26/2023 3:20 PM	County Counsel	Yes
1/3/2024 2:42 PM	Finance	Yes
1/3/2024 2:50 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Board of Supervisors

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Newly Elected Board Chair

SUBJECT Election of New 2024 Chair Pro-Tem

AGENDA DESCRIPTION:

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

The newly elected Board Chair will call for nominations to elect the Chair Pro-Tem of the Board for 2024.

RECOMMENDED ACTION:

Elect the new Chair Pro-Tem of the Board for 2024.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7609325535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
12/14/2023 2:15 PM	County Counsel	Yes
1/2/2024 11:15 AM	Finance	Yes
1/2/2024 11:57 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Board of Supervisors

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Supervisor Duggan

SUBJECT Mono County 2023 Community Spirit Award

AGENDA DESCRIPTION:

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

The Mono County Community Spirit Award celebrates the people in our county who take the initiative to do something beneficial for their community. Supervisor Duggan, as outgoing 2023 Board Chair, requests that the Board of Supervisors recognize Lorinda Beatty with the fourth annual Mono County Community Spirit Award for her outstanding devotion and commitment to her community and to Mono County.

RECOMMENDED ACTION:

Award Lorinda Beatty Mono County's 2023 Community Spirit Award.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7609325535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
12/14/2023 2:17 PM	County Counsel	Yes
1/2/2024 11:19 AM	Finance	Yes

1/2/2024 11:48 PM

County Administrative Office

Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: County Administrative Office

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sandra Moberly, County
Administrative Officer

SUBJECT Recognition of Finance Director, Dr.
Janet Dutcher

AGENDA DESCRIPTION:

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

A proclamation of the Mono County Board of Supervisors recognizing Finance Director Janet Dutcher for completion of her Ph.D.

RECOMMENDED ACTION:

Approve the proclamation of the Mono County Board of Supervisors recognizing Finance Director Janet Dutcher for completion of her Ph.D.

FISCAL IMPACT:

None.

CONTACT NAME: Sandra Moberly

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Proclamation</p>

History

Time

Who

Approval



**MONO COUNTY BOARD OF SUPERVISORS
PROCLAMATION OF APPRECIATION FOR
FINANCE DIRECTOR JANET DUTCHER**

WHEREAS, it is with great pride and admiration that we, the Mono Board of Supervisors, acknowledge the remarkable achievement of Janet Dutcher, who has successfully completed the rigorous requirements and attained the esteemed degree of Doctor of Philosophy (Ph.D.); and

WHEREAS, Dr. Dutcher has exhibited exceptional dedication, perseverance, and intellectual prowess throughout her academic journey, serving as an inspiration to fellow students, educators, and the broader community; and

WHEREAS, the completion of a Ph.D. is a testament to the culmination of years of tireless research, intellectual inquiry, and a steadfast pursuit of academic excellence, embodying the highest standards of scholarship; and

WHEREAS, Dr. Dutcher has not only excelled in their academic pursuits but has also demonstrated a profound commitment to community engagement, mentorship, and the dissemination of knowledge; and

WHEREAS, Dr. Dutcher has not only excelled in her academic pursuits but also did so while fulfilling the demanding duties of Mono County Finance Director; and

NOW, THEREFORE, the Board of Supervisors extends its heartfelt congratulations to Janet Dutcher on the attainment of her Doctor of Philosophy degree, recognizing the dedication, hard work, and intellectual contributions that have led to this remarkable accomplishment.

APPROVED AND ADOPTED this 9th day of January 2024, by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1

Rhonda Duggan, Supervisor District #2

Bob Gardner, Supervisor District #3

John Peters, Supervisor District #4

Lynda Salcido, Supervisor District #5



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Board of Supervisors

TIME REQUIRED

SUBJECT Out-of-State Travel Authorization for
2024 National Association of
Counties' (NACo) Legislative
Conference

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Out-of-state travel request for Supervisors Duggan and Peters to attend the 2024 National Association of Counties (NACo) Legislative Conference in Washington, D.C. Supervisor Peters travel and registration is paid by California State Association of Counties (CSAC).

RECOMMENDED ACTION:

Approve out-of-state travel request for Supervisors Duggan and Peters to attend the 2024 National Association of Counties (NACo) Legislative Conference in Washington, D.C.

FISCAL IMPACT:

Up to \$3,000 per Supervisor for conference registration, hotel stay, and air travel, which is included in the Board of Supervisors' budget for FY 2023-24

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7609325535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Meeting Information</p>
--

History

Time

Who

Approval

12/14/2023 2:15 PM

County Counsel

Yes

1/2/2024 9:58 AM

Finance

Yes

1/2/2024 11:52 PM

County Administrative Office

Yes



/ EVENTS

2024 NACo Legislative Conference

Feb 10-13 2024 Washington, D.C.

JUMP TO SECTION:

[Register Today](#)

[Explore the Schedule](#)

[Housing Information](#)

[Contact Us](#)

About the Conference

The National Association of Counties (NACo) Legislative Conference brings together nearly 2,000 elected and appointed county officials to focus on federal policy issues that impact counties and our residents.

Attendees have the opportunity to engage in second-to-none policy sessions, meet the members of the 118th Congress and interact with federal agency officials.

This is a one-of-a-kind advocacy opportunity to strengthen our intergovernmental partnerships for years to come.

Register Today

Access our registration portal [here](#) to register for the conference.

For questions or assistance with registration contact us via email or phone at 202.942.4292 or nacomeetings@naco.org and indicate "Leg Conference 2024" in the subject line.

Register Today

Registration Rates

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	EARLY BIRD	ADVANCED	ON-SITE
	<i>Rates valid until Dec. 9</i>	<i>Rates valid Dec. 10, 2023 – Jan. 27, 2024</i>	<i>After Jan. 28</i>
NACo Member County	\$520	\$575	\$690
Non-Member County	\$750	\$810	\$960
NACo Corporate Member	\$570	\$650	\$780
Corporate Non-Member	\$800	\$890	\$1060
Government <i>Federal or state employees only</i>	\$570	\$650	\$780
CIO-Forum <i>Pre-conference event</i>	\$100	\$100	\$100

Registration Policies

.....

For questions with registration, view the details below or contact us via email or phone at 202.942.4292 or nacomeetings@naco.org.

Press Registration

Members of the press are invited to request consideration for press credentials.

To do so, please complete the [contact form at the bottom of the page](#) and select "Media Inquiries & Press Registration" as the message type.

Guest Registration

Partner/Spouse

- **Registrations include:** the conference-wide Football Watch Party reception event and general sessions. For travel companions only. Not valid for colleagues and those with related job functions.
- **Registration Rate:** \$60

Guest Age 6 to 18

- **Registration includes:** the conference-wide Football Watch Party reception event and general sessions. For travel companions only.
- **Registration Rate:** \$30

Guest Age 5 & Under

- **Registration includes:** the conference-wide Football Watch Party reception event. For travel companions only.
- **Registration Rate:** Free

Payment Policy

Payment is due at the time of registration. Exceptions can be made to allow for payment by check on a case by case basis. All fees must be paid in full prior to arrival in order to obtain your badge and registration materials at the conference.

Contact nacomeetings@naco.org with any questions.

Cancellation Policy

Registrations cancelled by January 5, 2024 will be refunded less a \$50 administration fee. Cancellation requests made between January 6 and January 31 will receive a 50 percent refund. (This applies to all registration types including guest and spouse fees.) Refunds will not be available after January 31, 2024, including for unused registrations or "no-shows."

All cancellations must be made in writing by emailing nacomeetings@naco.org.

Registration Transfers & Substitutions

To transfer a registration, please contact nacomeetings@naco.org and provide the name and email of the person whose registration you are transferring and the name and email address of the person to whom the registration should be reassigned.

FIND LOCAL SOLUTIONS

Federal Agency Expo

Tuesday, February 13 | 9:00 a.m. - 11:30 a.m. EST

NACo's Federal Agency Expo convenes over 100 federal officials representing dozens of offices in one place, ready to engage with conference attendees.

[LEARN MORE ABOUT LAST YEAR'S PARTICIPANTS](#)

Conference Schedule

All times listed in Eastern Standard Time.

For purposes of travel planning, check out the schedule at a glance.

Stay tuned for the full schedule of events and workshops coming soon!

Friday, Feb. 9

Pre-Conference

8:00 a.m. – 5:00 p.m.	<p>FEMA Just-in-Time Recovery Management Training</p> <p>This session is limited to the first 75 attendees to RSVP through the conference registration process. There is no cost to participate, but please only register if you plan to attend so we can host as many attendees as possible.</p>
9:00 a.m. – 10:00 a.m.	CIO Technology Speed Sharing
10:30 a.m. – 5:00 p.m.	CIO Forum
5:30 p.m. – 7:00 p.m.	CIO Forum Reception

Saturday, Feb. 10

8:00 a.m. – 9:30 a.m.

First-Time Attendee Orientation (Open to first-time attendees only)

9:30 a.m. – 4:30 p.m.

Policy Steering Committee Meetings

- Agriculture and Rural Affairs
 - Health
 - Public Lands
 - Human Services and Education
 - Finance, Pensions and Intergovernmental Affairs
- Transportation
 - Community, Economic and Workforce Development
 - Telecommunications and Technology
 - Environment, Energy and Land Use
 - Justice and Public Safety

5:00 p.m. – 8:00 p.m.

Affiliate & State Association Meetings/Receptions

Sunday, Feb. 11

7:00 a.m. – 7:45 a.m.

Non-Denominational Worship Service

8:00 a.m. – 9:45 a.m.

GIS Subcommittee Meeting

8:00 a.m. – 9:45 a.m.

Immigration Reform Task Force (IRTF) Meeting

8:00 a.m. – 9:45 a.m.

Arts & Culture Commission Meeting

8:00 a.m. – 9:45 a.m.

Resilient Counties Advisory Board Breakfast

9:00 a.m. – 11:00 a.m.	Large Urban County Caucus (LUCC) Meeting
10:00 a.m. – 12:00 p.m.	Rural Action Caucus (RAC) Meeting
10:00 a.m. – 12:00 p.m.	IT Standing Committee Meeting
12:00 p.m. – 1:30 p.m.	Membership Standing Committee Meeting
12:00 p.m. – 1:30 p.m.	Healthy Counties Advisory Board Lunch
2:00 p.m. – 4:00 p.m.	Western Interstate Region (WIR) Meeting
2:00 p.m. – 4:00 p.m.	Veterans and Military Services Committee Meeting
2:00 p.m. – 4:00 p.m.	International Economic Development (IED) Task Force Meeting
2:00 p.m. – 3:00 p.m.	Programs and Services Committee Meeting
2:00 p.m. – 4:00 p.m.	Gulf States, Counties and Parishes Caucus Meeting
2:00 p.m. – 4:45 p.m.	Workshops, topics including: <ul style="list-style-type: none">■ Immigration law■ Earmarks and grants■ Transportation■ Waters of the U.S. (WOTUS)■ Infrastructure■ Intergovernmental partnership

3:15 p.m. – 4:45 p.m. Board of Directors Forum

6:00 p.m. – 10:00 p.m. Football Watch Party

Monday, Feb. 12

8:00 a.m. – 9:00 a.m. Central Region Caucus Meeting

8:00 a.m. – 9:00 a.m. Northeast Region Caucus Meeting

8:00 a.m. – 9:00 a.m. South Region Caucus Meeting

8:00 a.m. – 9:00 a.m. West Region Caucus Meeting

9:30 a.m. – 11:30 a.m. General Session

11:45 a.m. – 1:30 p.m. Affiliate & State Association Lunches

12:30 p.m. – 2:30 p.m. Board of Directors Meeting

1:30 p.m. – 2:45 p.m. Workshops, topics including:

- Policy priorities
- Solutions for counties from NACo EDGE

3:00 p.m. – 4:30 p.m. Policy Summits:

- Counties Ready for 2024:
NACo Summit on Election Administration
- Disasters & Resiliency:
NACo Summit on County
- Finances and Property Insurance
- County Artificial Intelligence Summit hosted by the NACo AI Exploratory Committee

5:00 p.m. – 7:00 p.m.

State Association and Affiliate Meetings and Receptions

6:30 p.m. – 9:00 p.m.

LUCC/RAC/Board of Directors Dinner Reception
Open to members of LUCC, RAC and the Board of Directors

Tuesday, Feb. 13

8:00 a.m. – 9:30 a.m.	Military Communities Network Breakfast
9:00 a.m. – 11:30 a.m.	Federal Agency Expo & Breakfast <i>Learn more about last year's federal agency participants here.</i>
11:30 a.m. – 11:45 a.m.	All-Conference Photo
12:00 p.m. – 5:00 p.m.	Capitol Hill Day of Action
12:00 p.m. – 5:00 p.m.	Open House at NACo HQ
4:30 p.m. – 6:30 p.m.	Closing Reception on Capitol Hill

Housing

Nestled in between the urban Adams Morgan & Dupont Circle neighborhoods, The Washington Hilton will host all conference sessions unless otherwise noted in the program. Special rates have been secured at both the Hilton and the Churchill Hotel, but you must register for the conference before booking your room. All conference sessions will be held at the Washington Hilton unless otherwise noted in the program. Inventory at the Hilton is extremely limited and may indicate sold out status for your dates; we recommend booking a room at one of the overflow rooms if you cannot book at the Hilton.

Washington Hilton

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1919 Connecticut Avenue NW Washington, DC 20009

Room Rate: \$275 single/double occupancy

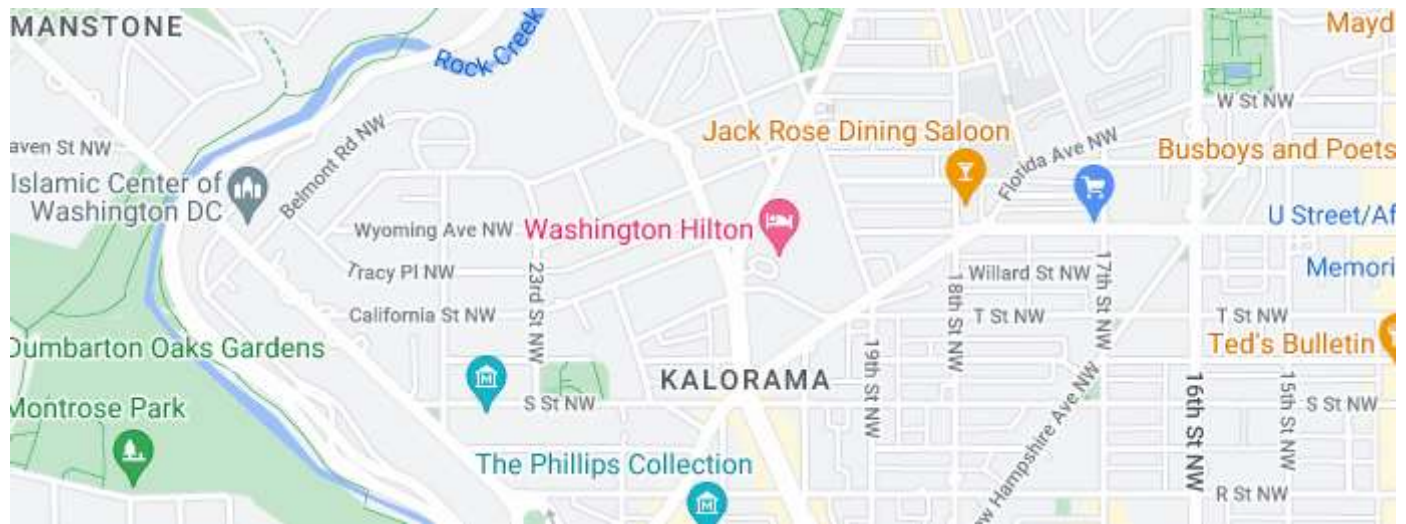


The Churchill

.....

1914 Connecticut Avenue, NW Washington, DC 20009

Room Rate: \$265 single/double occupancy



Hotel Rates & Cancellation



All rates are quoted exclusive of applicable D.C. taxes (currently at 14.95%). Room block rates are good through January 12, 2024 and available on a first-come, first-serve basis. Note: Rooms may sell out early; once the block is sold out, the hotel's market price applies regardless of the date of booking. Please confirm all cancellation policies and deposit requirements when booking your reservation.

At the Hilton, cancellations made within 72 hours of arrival will be charged for one night's room and tax; at the Churchill, cancellations made within 48 hours of arrival will be charged for one night's room and tax. Any cancellation charges incurred are the responsibility of the attendee. Please contact your selected hotel directly if you need to make changes or cancel your reservation.

Health & Safety

NACo is offering in-person attendance at its 2024 NACo Legislative Conference pursuant to local government orders and public health guidance on such gatherings. NACo is committed to hosting a safe event for all participants and to this end requires all members, guests, staff and supplier personnel to comply with safety precautions specified for Washington, D.C. and the Washington Hilton Hotel in addition to state, local government and CDC guidelines and recommendations.

Learn More: 2024 Legislative Conference **Waiver of Liability** and **Code of Conduct**.

Contact Us

Have a question? NACo is here to help!

Please complete the contact form and NACo staff will reach out to provide assistance. Alternatively, email nacomeetings@naco.org or call 202.942.4292.

Name *

Title *

Email *

Organization *

State *

Message Type *

Your Message *

Submit



660 North Capitol Street, NW Suite 400
Washington, DC 20001
(202) 393-6226

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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Sheriff's Office

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Inmate Welfare Fund Annual Report
Fiscal Year 2022-2023

AGENDA DESCRIPTION:

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

California Penal Code Section 4025(e) states: The money and property deposited in the inmate welfare fund shall be expended by the sheriff primarily for the benefit, education, and welfare of the inmates confined within the jail. An itemized report of these expenditures shall be submitted annually to the board of supervisors.

RECOMMENDED ACTION:

Receive the Inmate Welfare Fund Annual Report for Fiscal Year 2022-2023.

FISCAL IMPACT:

None.

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: 760-932-7549 / ibraun@monosheriff.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Inmate Welfare Fund Report

History

Time	Who	Approval
12/14/2023 2:14 PM	County Counsel	Yes
1/3/2024 5:46 AM	Finance	Yes

1/3/2024 2:53 PM

County Administrative Office

Yes

MONO COUNTY
SHERIFF
A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

DATE: January 9, 2024
TO: The Honorable Board of Supervisors

Clint Dohmen
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Inmate Welfare Fund Annual Report, Fiscal Year 2022-2023

BACKGROUND

California Penal Code Section 4025 (e) states:

The money and property deposited in the inmate welfare fund shall be expended by the sheriff primarily for the benefit, education, and welfare of the inmates confined within the jail. ... An itemized report of these expenditures shall be submitted annually to the board of supervisors.

DISCUSSION:

Attached is an accounting of the Inmate Welfare Fund for Fiscal Year 2022-2023. It should be noted that due to legislative changes reducing the fees charged for phone calls, this fund has experienced a significant decrease in income.

The primary expenditures from the Inmate Welfare Fund are tablets that provide educational opportunities, commissary supplies, and television services.

FINANCIAL IMPACT:

The Inmate Welfare Fund is not part of the General Fund. Therefore, there is no financial impact.

RECOMMENDATION:

Receive the Inmate Welfare Fund Annual Report for Fiscal Year 2022-2023.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IB' with a flourish.

Ingrid Braun
Sheriff-Coroner

Attachment

MONO COUNTY SHERIFF

A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

MONO COUNTY SHERIFF'S OFFICE

Clint Dohmen
Undersheriff

INMATE WELFARE FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
JULY 1, 2022 - JUNE 30, 2023

BALANCE AS OF 7/1/22 \$ 47,337.35

REVENUE

Interest Income	\$	1,054.17
Commissary Income	\$	17,085.13
Phone Card Commission	\$	990.49
AWP Fees	\$	257.50
TOTAL REVENUE	\$	19,387.29

EXPENDITURES

Commissary Supplies	\$	9,176.72
Commissary Sales Tax	\$	197.00
Phone Cards	\$	1,430.00
Communications	\$	2,203.86
Equip Maint & Repair	\$	361.31
Building /Land Maint & Repair	\$	-
Professional Services	\$	198.00
Small Tools	\$	188.99
Education	\$	13,799.03
Capital Equipment	\$	-
TOTAL EXPENSES	\$	27,554.91

BALANCE AS OF 6/30/23 \$ 39,169.73



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: County Administrative Office

TIME REQUIRED

SUBJECT Shared Service Agreements with Inyo County

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contracts with Inyo County pertaining to Agricultural Commissioner Sealer of Weights and Measures and Veterans Services Officer shared services.

RECOMMENDED ACTION:

Approve, and authorize Chair to sign, contracts with Inyo County for Agricultural Commissioner Sealer of Weights and Measures and Veterans Services Officer services, effective upon approval until terminated by either County, for 50% of the program costs, as outlined in the contracts.

FISCAL IMPACT:

Costs of the agreements are included in the adopted budget and are not changing from the previous contracts. New contracts provide additional approval authority by Mono County for the purchase of Capital Assets.

CONTACT NAME: Mary Booher

PHONE/EMAIL: 760-932-5410 / mbooher@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Ag Comm Agreement
VSO Agreement

History

Time	Who	Approval
12/18/2023 4:22 PM	County Counsel	Yes
1/3/2024 5:48 AM	Finance	Yes
1/3/2024 11:01 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
 Sandra Moberly, MPA, AICP
 PO Box 696
 Bridgeport, CA 93517-0696
 (760) 932-5410
 smoberly@mono.ca.gov
 www.mono.ca.gov

January 9, 2024

BOARD OF SUPERVISORS

CHAIR
 Rhonda Duggan / District 2
VICE CHAIR
 John Peters / District 4
 Bob Gardner / District 3
 Lynda Salcido / District 5
 Jennifer Kreitz / District 1

COUNTY DEPARTMENTS

ASSESSOR
 Hon. Barry Beck
DISTRICT ATTORNEY
 Hon. David Anderson
SHERIFF / CORONER
 Hon. Ingrid Braun
ANIMAL SERVICES
 Chris Mokracek "Interim"
BEHAVIORAL HEALTH
 Robin Roberts
COMMUNITY DEVELOPMENT
 Wendy Sugimura
COUNTY CLERK-RECORDER
 Queenie Barnard
COUNTY COUNSEL
 Stacey Simon, Esq.
ECONOMIC DEVELOPMENT
 Jeff Simpson
EMERGENCY MEDICAL SERVICES
 Bryan Bullock
EMERGENCY MANAGEMENT
 Chris Mokracek
FINANCE
 Janet Dutcher
 CPA, CGFM, MPA
HEALTH AND HUMAN SERVICES
 Kathryn Peterson
INFORMATION TECHNOLOGY
 Mike Martinez
PROBATION
 Karin Humiston
PUBLIC WORKS
 Paul Roten

To: Mono County Board of Supervisors

From: Mary Booher, Special Projects

RE: Approval of Agreement with Inyo County for shared services for Agricultural Commissioner and Veterans Services Officer

Strategic Plan Focus Areas Met

- A Thriving Economy Safe and Healthy Communities
- Sustainable Public Lands Workforce & Operational Excellence

Historically, Mono and Inyo County have entered into agreements to provide the mandated services of Agricultural Commissioner, Sealer of Weights and Measures, and Veterans Services Officer (VSO).

The California Food and Agriculture Code requires every County to appoint an Agricultural Commissioner, who is charged with the protection of California agriculture, the protection of the environment as well as protection of the public's health and safety. These goals are accomplished through the management of programs such as pest exclusion; pest detection; pest eradication; pest management; pesticide enforcement; seed certification; nursery inspection; fruits, nuts and vegetable standardization; egg inspection; apiary inspection; and crop statistics.

The California Business and Professions Code establishes a Sealer of Weights and Measures to protect and promote the local economy and commerce of each county. In 57 of 58 counties in California, this role has been combined with the Agricultural Commissioner, to be the Agricultural Commissioner Sealer of Weights and Measures.

CalVet works through the VSO in each County to provide front-line services to our local veterans, ensuring that they have access to the benefits they are eligible for.

In 2022, Mono County presented revised language to Inyo County for these 2 agreements. The attached proposed agreements reflect the results of those negotiations, which are intended to simplify the administration, while improving services in Mono County. These agreements include revised language to address the purchase of capital assets, and their disposition should either County choose to terminate the agreement. The revised language ensures that Mono County must approve purchases prior to funding our share of the purchase, rather than the current agreement in which we must fund our share of the purchase, without an opportunity to approve or deny that purchase.

Approval of these agreements will ensure continued provision of these mandated and critical services in Mono County.

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
THE COUNTY OF INYO FOR THE PROVISION OF AGRICULTURAL COMMISSIONER,
DIRECTOR OF WEIGHTS, AND MEASURES AND PESTICIDE USE ENFORCEMENT
SERVICES**

INTRODUCTION

WHEREAS, Nathan Reade (“Mr. Reade”) is currently the duly appointed Agricultural Commissioner, Director of Weights and Measures, and County Pesticide Use Enforcement Officer (hereinafter referred to as “Agricultural Commissioner”) for both the County of Inyo (hereinafter referred to as “Inyo”) and the County of Mono (hereinafter referred to as “Mono”), and his personal services as a county officer to both counties have been governed by an Agreement between Inyo, Mono, and Mr. Reade entered into on or about August 13, 2013 (“the 2013 Agreement”); and,

WHEREAS, under the terms of the 2013 Agreement, Mr. Reade is an employee of Inyo who receives all of his compensation from Inyo, with Mono paying Inyo for 50% of the annual “consideration, cost of any licenses, certificates, permits, office space, supplies, equipment, staff, motor vehicles, etc. paid or provide by Inyo to Mr. Reade” for his services under the 2013 Agreement; and

WHEREAS, for their mutual convenience, the parties to the 2013 Agreement desire to replace that agreement with two separate but related agreements: (1) a personal services employment agreement between Inyo and Mr. Reade, which among other things allows for his continued services to Mono (“the Personal Services Agreement”); and (2) this Agreement between Inyo and Mono, which provides for Inyo’s continued provision to Mono of Agricultural Commissioner, Director of Weights and Measures, and Pesticide Use Enforcement Services in exchange for Mono’s continued payment to Inyo for such services; and

WHEREAS, Inyo and Mr. Reade entered into the Personal Services Agreement on or about April 17, 2018, which is incorporated herein by this reference; and Inyo and Mono now wish to enter into this Agreement and, concurrently, to terminate the 2013 Agreement (with Mr. Reade’s consent).

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the Counties of Inyo and Mono (sometimes referred to herein as “the Counties” or “the parties”) hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Inyo shall furnish to Mono those Agricultural Commissioner, Director of Weights, and Measures and Pesticide Use Enforcement services set forth in Attachment A, attached hereto and by reference incorporated herein. For the planning purposes of both Mono and Inyo, it is assumed that Mono will require Inyo’s services in approximately the same manner and frequency as provided in the 2013 Agreement. Such services shall be provided by Mr. Reade and his staff, or by any other Inyo County employee who may in the future be appointed by both Counties to serve as their respective Agricultural Commissioner. In the event the position now occupied by Mr. Reade becomes vacant for any reason, Mono may participate in the selection of his replacement by providing an individual to serve on the interview panel and/or to provide input into such other hiring process as Inyo may implement. Thereafter, an annual meeting between the County Administrators of the two counties shall be scheduled to review performance and expectations for the Agricultural Commissioner. In the event that Mono does not agree with the final selection made by the panel

and/or with the appointment ultimately made by Inyo, Mono shall provide notice to Inyo under paragraph 13 of this Agreement and will not appoint that individual as its Agricultural Commissioner.

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

For purposes of the regulation of cannabis and cannabis-regulated activities, this Agreement only contemplates the provision of services required of Agricultural Commissioners, Directors of Weights and Measures, and Pesticide Use Enforcement Officers by State Law when such cannabis activities are permitted, or not restricted by a local jurisdiction. This Agreement is not intended to provide for services or compensation associated with implementing or enforcing either Counties' local ordinances, regulations or requirements pertaining to commercial cannabis related activities unless this Agreement specifically amended to provide such services and compensation. To the extent that the Agricultural Commissioner provides such additional services, the County for which the services were provided shall be solely responsible for all salary, costs and other associated expenses and shall separately track work on such activities.

2. TERM

The term of this Agreement shall be from the date last executed by the parties (the "Effective Date") until terminated as provided below. The parties hereby agree that the 2013 Agreement shall terminate as of the Effective Date (note that Mr. Reade has also consented to said termination).

3. CONSIDERATION

A. Allocation of Costs for Services and Other Expenses

Except as provided in paragraphs B and C below, on or before August 1st following the close of the fiscal year, or within 30 days after this Agreement is terminated, Mono shall pay Inyo fifty percent (50%) of the consideration, cost of any licenses, certificates, permits, office space, supplies, equipment, staff, motor vehicles, etc., paid, or provided by Inyo under this Agreement for the preceding fiscal year. For purposes of annual expense calculations, revenue shall not include grants or subventions directed to the individual counties. Grants or subventions made jointly payable to Inyo and Mono Counties shall be included as revenue. The Agricultural Commissioner's Office shall track and report grant revenues annually by July 20, in accordance with the preceding paragraph.

B. Additional Procedures for Purchase of Capital Assets

For purposes of this Agreement, a capital asset is any item costing more than \$25,000 and having a useful life of more than one year. Prior to purchasing a capital asset which is subject to cost share under this Agreement, and no later than by March 31 of the fiscal year preceding the year in which the purchase is proposed to be made, Inyo shall provide Mono with written notice (which may be an email) describing the asset proposed to be purchased, its cost and justification for the purchase, for inclusion in Mono's recommended budget for the following fiscal year. If the purchase is not approved by the Mono County Board of Supervisors as a part of the budget process, then Inyo may, in its sole discretion, pay the full cost for the purchase or forego the purchase.

If, due to unforeseen circumstances, the purchase of a capital asset is required outside of the normal budget process, Inyo shall provide Mono with written notice (which may be an email) as described above. Mono shall have a reasonable opportunity (at least thirty (30) calendar days) to advise Inyo whether it agrees to pay fifty percent (50%), some other portion, or none of the costs of the purchase. Inyo may then determine, in its sole discretion, whether to proceed with or forego the purchase.

C. Allocation of Costs for Commercial Cannabis Activities

For purposes of annual expense calculations, the costs and revenues associated with the provision of Agricultural Commissioner, Director of Weights and Measures, and Pesticide Use Enforcement services specifically related to either county's local ordinances, regulations or requirements pertaining to commercial cannabis related activities shall be accounted for separately and excluded from the annual expense calculations, except for those services mandated by State, as opposed to allowed by local, law. Such annual accounting shall be provided to the other county for information purposes only.

The provision of services related to the local regulation of commercial cannabis in Mono County, other than required by State Law, may be specified by amending this Agreement to provide separate scope of work and fee schedule for these services.

4. WORK SCHEDULE

It is understood by Inyo and Mono that the performance of services and work pursuant to this Agreement will require a varied schedule. The Agricultural Commissioner and Director of Weights and Measures and Pesticide Use Enforcement Officer shall be solely responsible for scheduling and allocating resources for work and services to be performed pursuant to this Agreement and in doing so shall be cognizant of and work to accommodate the business needs of both Counties. Inyo County reserves the right to prioritize its business needs over Mono's business needs.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Inyo to provide the services and work described in Attachment A are the responsibility of Inyo and must be valid at the time Inyo enters into this Agreement. Such licenses, certificates, and permits will be procured and maintained in force by Inyo.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Mono shall provide such office and file storage space and telephone service in Mono as it deems necessary for Inyo to provide the services identified in Attachment A to this Agreement.

7. MONO PROPERTY

Any and all documents, reports and files pertaining to work performed by Inyo for Mono pursuant to this Agreement are the property of Mono and at the termination of the Agreement, Inyo will convey possession and title to all such properties to Mono.

8. INSURANCE

Mono and Inyo shall procure and maintain, during the entire term of this MOU 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 Services hereunder and the results of that work by Inyo, its agents, representatives or employees, or sub-contractors. With regard to coverage of the Inyo Employees while in transit, and consistent with paragraph 10 of this Agreement pertaining to Mono responsibility for actions of Mono Employees while performing services on behalf of Mono pursuant to this Agreement, Mono will insure Inyo Employees when they are en route to a project where they are performing Mono business, so long as the Inyo Employees are within the Mono County limits. For any claims arising out of any Inyo Employee's performance of Services for Mono under this MOU, Mono's insurance coverage shall be the primary insurance coverage and at least as broad as ISO CG 20 01 04 13 as respects Inyo, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo, its officers, officials, employees, or volunteers shall be excess of Mono's insurance and shall not contribute with it:

General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by the Agricultural Commissioner 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 \$10,000,000.00 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.

Auto Liability Coverage. Auto liability coverage in the amount of \$10,000,000 per occurrence applicable to all owned, non owned and hired vehicles. This coverage does not apply to auto vehicle physical damage.

Workers' Compensation. Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Employees of Inyo will be considered employees of Inyo while performing services for Mono under the scope of the Agreement. Mono will be responsible for reimbursing Inyo for workers' compensation premium costs incurred on behalf of the employee related to the services for Mono, as defined in the scope of services in this Agreement.

In the event that Mono County is liable under this agreement, if Mono maintains broader coverage and/or higher limits than the minimums shown herein, Inyo requires and shall be entitled to the broader coverage and/or the higher limits maintained by Mono. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo.

In the event that Inyo County is liable under this agreement, if Inyo maintains broader coverage and/or higher limits than the minimums shown herein, Mono requires and shall be entitled to the broader coverage and/or the higher limits maintained by Inyo. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Mono.

Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the Services required to be performed under this Agreement. Prior to Inyo

commencing any Services for Mono under this Agreement, Mono and Inyo shall provide each other: (1) a certificate of insurance evidencing the coverage required; (2) 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.

B. Consistent with the Inyo's responsibility under Section 10 of this MOU for actions of Inyo's Employees while performing services on behalf of Inyo, Inyo shall provide the following insurance:

9. STATUS OF INYO

Independent Contractor: Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between Mono and Inyo. Inyo is an independent contractor. The consideration set forth in Paragraphs 3 shall be the sole consideration due Inyo for the services rendered hereunder.

Inyo shall indemnify and hold Mono harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Inyo's compensation.

Notwithstanding the above, the services provided by Inyo to Mono under this Agreement shall be provided in a manner consistent with reaching Mono's objectives of providing Agricultural Commissioner, Weights and Measures, and Pesticide Use Enforcement services in and for Mono County and shall include taking regulatory action on outside entities and individuals within Mono's jurisdiction on behalf of Mono.

10. MUTUAL DEFENSE AND INDEMNIFICATION

It is the intent of this Agreement that Mono and Inyo be responsible for their own actions, and that the official actions of the Inyo County employees providing services under this Agreement be the responsibility of the agency during those times the employee(s) is working on behalf of that agency (i.e., it is Mono's responsibility during the times services are being provided in and for Mono pursuant to this Agreement, and Inyo's responsibility at all other times).

Each party to this Agreement shall defend, indemnify, and hold harmless each other, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by their respective agents, officers, or employees. For purposes of this section, the employee(s) furnished by Inyo to Mono is an agent of Mono, not of Inyo during such times as said employee(s) is performing work, including travel and other incidental activities, in and for Mono. Such obligation to defend, indemnify, and hold each other, their agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Each party's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of their respective agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

The respective obligations to defend, indemnify, and hold each other, their agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

11. RECORDS

Inyo shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Mono shall provide for storage of these records and Inyo shall use storage area provided by the Mono. For ease of access, Inyo may make duplicate copies of these records for accessibility from Inyo's offices.

12. NONDISCRIMINATION

During the performance of this Agreement, the parties to this Agreement, their 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. The parties to this Agreement, and their 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. The parties 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.

13. TERMINATION

This Agreement may be terminated by Mono without cause, and at will, for any reason consistent with Mono's ability to terminate its appointment of the Agricultural Commissioner; either at the end of the four-year term or as provided by Section 2181 et seq. of the California Food and Agricultural Code or as provided in Section 12214 of the California Business and Professions Code. If this Agreement is terminated due to Mono deciding not to re-appoint the incumbent Agricultural Commissioner for another four-year term, Mono shall provide Inyo with notice not less than 90-days prior to the end of the four-year term. If Mono terminates appointment of the Agricultural Commissioner pursuant to Section 2181 et seq. of the California Food and Agricultural Code or as provided in Section 12214 of the California Business and Professions Code, Mono shall provide Inyo with thirty (30) calendar days written notice of such intent to terminate. In the event that the position becomes vacant at the end of, or during, the incumbent's term for any reason and Mono elects not to appoint as its Agricultural Commissioner the individual selected to fill the position, then Mono shall provide Inyo with thirty (30) calendar days' notice of its intent to terminate this Agreement.

Inyo may terminate this Agreement without cause, and at will, for any reason consistent with Inyo's ability to terminate its appointment of the Agricultural Commissioner; either at the end of four-year term or as provided by Section 2181 et seq. of the California Food and Agricultural Code or as provided in Section 12214 of the California Business and Professions Code. If this Agreement is terminated due to Inyo deciding not re-appoint the Agricultural Commissioner for another four-year term, Inyo shall provide Mono with notice not less than ninety (90) calendar days prior to the end of the four-year term. If Inyo terminates appointment of Agricultural Commissioner pursuant to Section 2181 et seq. of the California Food and Agricultural Code or as provided in Section 12214 of the California Business and Professions Code, Inyo shall provide Mono with thirty (30) calendar days written notice of such intent to terminate. Upon such termination, Mono will pay to Inyo all amounts owing to Inyo for services and work satisfactorily performed to the date of termination on a prorated basis pursuant to Section 3 above.

14. ASSIGNMENT

This is an agreement for the personal services of Inyo and, in particular, of the Inyo employee duly appointed by both counties to serve as their respective Agricultural Commissioner and Director of Weights and Measures and Pesticide Use Enforcement. Mono has relied upon the skills, knowledge, experience, and training of Inyo as an inducement to enter into this Agreement. Inyo shall not assign or subcontract this Agreement, or any part of it including the Personal Services Agreement, without the express written consent of the Mono.

15. DEFAULT

If Inyo abandons the work, or fails to proceed with the work and services as scheduled pursuant to Section 4 above, in a timely manner, or fails in any way as required to conduct the work and services as required by this Agreement, Mono may declare Inyo in default and terminate this Agreement upon five (5) days written notice to Inyo. Upon such termination by default, Mono will pay to Inyo all amounts owing to Inyo for services and work satisfactorily performed to the date of termination on a prorated basis pursuant to Section 3 above.

16. 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 22 below.

17. CONFIDENTIALITY

Inyo 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 Inyo in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Inyo 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 Inyo only with the express written consent of Mono unless otherwise required by law.

18. CONFLICTS

Inyo agrees to ensure that any of its employees utilized in the performance of this Agreement shall complete and file a conflict-of-interest statement.

19. POST-AGREEMENT COVENANT

Inyo agrees not to use any confidential, protected, or privileged information that is gained from the Mono in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

20. SEVERABILITY

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

21. 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.

22. 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 Inyo or Mono 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, with copies sent to the respective parties' County Counsels:

County of Mono:
Attn: Sandra Moberly, CAO
P.O. Box 696
Bridgeport, CA 93517
smoberly@mono.ca.gov

County of Inyo:
Nate Greenberg, CAO
224 North Edwards Street
Independence, CA 93526
ngreenberg@inyocounty.us

23. ENTIRE AGREEMENT

As discussed above, the parties acknowledge the existence of the 2013 Agreement, which will be terminated concurrently with the Effective Date of this Agreement. With the exception of the 2013 Agreement, this Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

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

COUNTY OF MONO

COUNTY OF INYO

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
THE COUNTY OF INYO FOR THE PROVISION OF AGRICULTURAL COMMISSIONER AND
DIRECTOR OF WEIGHTS AND MEASURES AND PESTICIDE USE ENFORCEMENT
SERVICES**

TERM:

FROM: January 9, 2024 **TO:** Until Terminated

SCOPE OF WORK:

When performing the following services for and on behalf of Mono, the Agricultural Commissioner and Director of Weights and Measures and County Pesticide Use Enforcement Officer will take direction from, the Mono County Board of Supervisors. All other Inyo employees providing services to and in Mono pursuant to the Agreement will take direction from applicable Officers of Inyo.

1. Perform the duties of the Agricultural Commissioner for the County of Mono as provided in Sections 2001 et seq. of the California Food and Agricultural Code;
2. Perform the duties of the Sealer/Director of Weights and Measures for the County of Mono as provided in Section 12200 of the California Business & Professions Code;
3. Perform the duties of County Pesticide Use Enforcement Officer for the County of Mono as provided in the California Food and Agricultural Code, Sections 1401 et seq.
4. As directed by Mono County Resolution No. 84-3, or as amended by the Mono County Board of Supervisors, the Agricultural Commissioner and Director of Weights and Measures and County Pesticide Use Enforcement Officer is authorized to enter into enforcement and service contracts with other governmental agencies.

**AGREEMENT BETWEEN THE COUNTIES OF INYO AND MONO
FOR A SINGLE COUNTY VETERANS SERVICE OFFICE
AND VETERANS SERVICES OFFICER TO SERVE BOTH COUNTIES**

This agreement is entered into by and between the County of Inyo (“Inyo County”) and the County of Mono (“Mono County”), both political subdivisions of the State of California, for the purpose of setting forth their mutual understandings regarding the Inyo-Mono Veterans Service Office and Veterans Service Officer. Inyo County and Mono County are collectively referred to herein as the “Parties”.

INTRODUCTION

WHEREAS, California’s Military and Veterans’ Code authorizes the board of supervisors of each county to appoint a county veterans service officer, or two or more counties to jointly establish a single county veterans service office; and

WHEREAS, Inyo County has established a veterans service office and created the position of veterans service officer, who is an employee of Inyo County, by ordinance codified as Chapter 2.30 of the Inyo County Code (ICC); and

WHEREAS, Section 2.30.070 of the ICC provides that Mono County may agree in writing to the joint establishment of the Inyo-Mono Veterans Service Office and Veterans Service Officer; and

WHEREAS, pursuant to Section 2.30.070 of the ICC and section 970 of the Military and Veterans’ Code, Mono County wishes to confirm its agreement to the joint establishment of the veterans service office and veterans service officer (i.e., the Inyo-Mono Veterans Service Office and the Inyo-Mono Veterans Service Officer) in accordance with the terms and conditions set forth in the ICC, applicable state law and this agreement.

TERMS AND CONDITIONS

1. VETERANS SERVICES OFFICE

Mono County hereby agrees to the joint establishment of a Veterans Service Office with Inyo County as described in Chapter 2.30 of the Inyo County Code and section 970 of the California Military and Veterans’ Code. Such office is known as the Inyo-Mono Veterans Service Office.

2. VETERANS SERVICES OFFICER

The Parties hereby agree that a single Veterans Service Officer (VSO), who shall be an employee of Inyo County, shall provide veterans services to both Inyo and Mono Counties. Those services to be provided to Mono County under this Agreement are set forth in Attachment A, attached hereto and by reference incorporated herein.

The VSO on the date of entry into this Agreement is Gordon Greene. Such services shall be provided by Mr. Greene, or by such other person as may be hired by Inyo County as Veterans Services Officer, in accordance with the following:

- a. In the event the VSO position becomes vacant, Mono is entitled to participate in the selection process to fill the position by providing at least one representative, chosen by Mono, to sit on the interview panel. That representative's input shall be given equal weight to that of the other panel members.
- b. In the event that Mono does not agree with the final selection made by the panel and/or with the appointment ultimately made by Inyo, Mono shall provide notice to Inyo under paragraph 13 of this Agreement that it no longer consents to the consolidation of the Veterans Services Office and to the employment of a single VSO.

Services and work provided by Inyo, through the Veterans Services Officer, will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

3. TERM

The term of this Agreement shall be from the date last executed by the parties until terminated as provided below.

3. CONSIDERATION

A. Allocation of Costs for Services and Other Expenses

Except as provided in paragraph B below, on or before August 1st, following the close of the fiscal year, or within 30 days after this Agreement is terminated, Mono shall pay Inyo fifty percent (50%) of the consideration, cost of any licenses, certificates, permits, office space, supplies, equipment, staff, motor vehicles, etc., paid, or provided by Inyo under this Agreement for the preceding fiscal year, net of any revenue that is intended for both Counties. For purposes of annual expense calculations, revenue shall not include grants or subventions directed to the individual counties. Grants or subventions made jointly payable to Inyo and Mono Counties shall be included as revenue. The Department shall track and report grant revenues annually by July 20.

In the event that additional staffing may be determined necessary by either agency, this agreement may be amended per mutual consent around terms and cost sharing.

B. Additional Procedures for Purchase of Capital Assets

For purposes of this Agreement, a capital asset is any item costing more than \$25,000 and having a useful life of more than one year. Prior to purchasing a capital asset which is subject to cost share under this Agreement, and no later than by March 31 of the fiscal year preceding the year in which the purchase is proposed to be made, Inyo shall provide Mono with written notice (which may be an email) describing the asset proposed to be purchased, its cost and justification for the purchase, for inclusion in Mono's recommended budget for the following fiscal year. If the purchase is not approved by the Mono County Board of Supervisors as a part of the budget process, then Inyo may, in its sole discretion, pay the full cost for the purchase or forego the purchase.

If, due to unforeseen circumstances, the purchase of a capital asset is required outside of the normal budget process, Inyo shall provide Mono with written notice (which may be an email) as described

above. Mono shall have a reasonable opportunity (at least thirty (30) calendar days) to advise Inyo whether it agrees to pay fifty percent (50%), some other portion, or none of the costs of the purchase. Inyo may then determine, in its sole discretion, whether to proceed with or forego the purchase.

4. WORK SCHEDULE

It is understood by Inyo and Mono that the performance of services and work pursuant to this Agreement will require a varied schedule. The Veterans Services Officer shall be solely responsible for scheduling and allocating resources for work and services to be performed pursuant to this Agreement and in doing so shall be cognizant of and work to accommodate the business needs of both Counties. Notwithstanding anything to the contrary herein, the VSO shall spend at least four (4) days per calendar month in Mono County working in a location or locations to be determined by the VSO and the Mono County Administrative Officer.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Inyo to provide the services and work described in Attachment A are the responsibility of Inyo and must be valid at the time Inyo enters into this Agreement. Such licenses, certificates, and permits will be procured and maintained in force by Inyo.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Mono shall provide such office and file storage space and telephone service in Mono as it deems necessary for Inyo to provide the services identified in Attachment A to this Agreement.

7. MONO PROPERTY

Any and all documents, reports and files pertaining to work performed by Inyo for Mono pursuant to this Agreement are the property of Mono and at the termination of the Agreement, Inyo will convey possession and title to all such properties to Mono.

8. INSURANCE

Mono and Inyo shall procure and maintain, during the entire term of this MOU 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 Services hereunder and the results of that work by Inyo, its agents, representatives or employees, or sub-contractors. With regard to coverage of the Inyo Employees while in transit, and consistent with paragraph 10 of this Agreement pertaining to Mono responsibility for actions of Mono Employees while performing services on behalf of Mono pursuant to this Agreement, Mono will insure Inyo Employees when they are en route to a project where they are performing Mono business, so long as the Inyo Employees are within the Mono County limits. For any claims arising out of any Inyo Employee's performance of Services for Mono under this MOU, Mono's insurance coverage shall be the primary insurance coverage and at least as broad as ISO CG 20 01 04 13 as respects Inyo, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo, its officers, officials, employees, or volunteers shall be excess of Mono's insurance and shall not contribute with it:

General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by the VSO 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 \$10,000,000.00 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.

Auto Liability Coverage. Auto liability coverage in the amount of \$10,000,000 per occurrence applicable to all owned, non owned and hired vehicles. This coverage does not apply to auto vehicle physical damage.

Workers' Compensation. Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Employees of Inyo will be considered employees of Inyo while performing services for Mono under the scope of the Agreement. Mono will be responsible for reimbursing Inyo for workers' compensation premium costs incurred on behalf of the employee related to the services for Mono, as defined in the scope of services in this Agreement.

In the event that Mono County is liable under this agreement, if Mono maintains broader coverage and/or higher limits than the minimums shown herein, Inyo requires and shall be entitled to the broader coverage and/or the higher limits maintained by Mono. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo.

In the event that Inyo County is liable under this agreement, if Inyo maintains broader coverage and/or higher limits than the minimums shown herein, Mono requires and shall be entitled to the broader coverage and/or the higher limits maintained by Inyo. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Mono.

Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the Services required to be performed under this Agreement. Prior to Inyo commencing any Services for Mono under this Agreement, Mono and Inyo shall provide each other: (1) a certificate of insurance evidencing the coverage required; (2) 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.

9. INDEPENDENT CONTRACTOR

Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between Mono and Inyo. Inyo is an independent contractor. The consideration set forth in Paragraphs 3 shall be the sole consideration due Inyo for the services rendered hereunder.

Inyo shall indemnify and hold Mono harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Inyo's compensation.

Notwithstanding the above, the services provided by Inyo to Mono under this Agreement shall be provided in a manner consistent with reaching Mono's objectives of providing Veterans' services in and for Mono County.

10. MUTUAL DEFENSE AND INDEMNIFICATION

It is the intent of this Agreement that Mono and Inyo be responsible for their own actions, and that the official actions of the Inyo County employees providing services under this Agreement be the responsibility of the agency during those times the employee(s) is working on behalf of that agency (i.e., it is Mono's responsibility during the times services are being provided in and for Mono pursuant to this Agreement, and Inyo's responsibility at all other times).

Each party to this Agreement shall defend, indemnify, and hold harmless each other, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by their respective agents, officers, or employees. For purposes of this section, the employee(s) furnished by Inyo to Mono is an agent of Mono, not of Inyo during such times as said employee(s) is performing work, including travel and other incidental activities, in and for Mono. Such obligation to defend, indemnify, and hold each other, their agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Each party's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of their respective agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

The respective obligations to defend, indemnify, and hold each other, their agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

11. RECORDS

Inyo shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Mono shall provide for storage of these records and Inyo shall use storage area provided by the Mono. For ease of access, Inyo may make duplicate copies of these records for accessibility from Inyo's offices.

12. NONDISCRIMINATION

During the performance of this Agreement, the parties to this Agreement, their 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. The parties to this Agreement, and their 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. The parties 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.

13. TERMINATION

This Agreement may be terminated by Inyo or Mono County without cause, and at will, for any reason by giving to the other one hundred and eighty (180) calendar days written notice of such intent to terminate. In the event of termination by Mono pursuant to paragraph 2, written notice shall be given thirty (30) calendar days prior to termination.

14. ASSIGNMENT

This is an agreement for the personal services of Inyo and, in particular, of the Inyo employee serving as the Veterans' Services Officer. Mono has relied upon the skills, knowledge, experience, and training of Inyo as an inducement to enter into this Agreement. Inyo shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the Mono.

15. DEFAULT

If Inyo abandons the work, or fails to proceed with the work and services as scheduled pursuant to Section 4 above, in a timely manner, or fails in any way as required to conduct the work and services as required by this Agreement, Mono may declare Inyo in default and terminate this Agreement upon five (5) days written notice to Inyo. Upon such termination by default, Mono will pay to Inyo all amounts owing to Inyo for services and work satisfactorily performed to the date of termination on a prorated basis pursuant to Section 3 above.

16. 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 21 below.

17. CONFIDENTIALITY

Inyo 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 Inyo in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Inyo 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 Inyo only with the express written consent of Mono unless otherwise required by law.

18. CONFLICTS

Inyo agrees to ensure that any of its employees utilized in the performance of this Agreement shall complete and file a conflict-of-interest statement.

19. POST-AGREEMENT COVENANT

Inyo agrees not to use any confidential, protected, or privileged information that is gained from the Mono in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

20. SEVERABILITY

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

21. 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.

22. 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 Inyo or Mono 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, with copies sent to the respective parties' County Counsels:

County of Mono:
Attn: Sandra Moberly, CAO
P.O. Box 696
Bridgeport, CA 93517
smoberly@mono.ca.gov

County of Inyo:
Nate Greenberg, CAO
224 North Edwards Street
Independence, CA 93526
ngreenberg@inyocounty.us

23. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

COUNTY OF INYO

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

County Counsel

County Counsel

APPROVED BY RISK MANAGEMENT:

APPROVED BY RISK MANAGEMENT:

Risk Manager

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTIES OF INYO AND MONO
FOR A SINGLE COUNTY VETERANS SERVICE OFFICE
AND VETERANS SERVICES OFFICER TO SERVE BOTH COUNTIES**

TERM:

FROM: January 9, 2024 **TO:** Until Terminated

SCOPE OF WORK:

When performing the following services for and on behalf of Mono, the VSO will take direction from the County Administrative Officer.

1. Perform the duties of the Veterans' Services Officer for the County of Mono as provided in Sections 970 et seq. of the California Military and Veterans Code.
2. Work in Mono County at least four (4) full days per calendar month at a location or locations determined by the VSO and the Mono County Administrative Officer.
3. Provide quarterly reports to the Mono County Board of Supervisors regarding the following:
 - a. The activities of the VSO and Veterans Services Office during the preceding quarter;
 - b. The number of Mono County veterans served and method of service (ie phone, in-person, written); and
 - c. The amount and types of benefits provided.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Community Development Department

TIME REQUIRED 15 minutes

PERSONS Tom Perry, Building Official

SUBJECT Construction Board of Appeals
Appointments

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Appointments to the Mono County Construction Board of Appeals.

RECOMMENDED ACTION:

Appoint Bob Strong, Greg Enright, Kathy Cage, and Nathan Taylor and reappoint Steve Shipley to the five (5) member Construction Board of Appeals for the following terms: Steve Shipley and Bob Strong, 4 years to expire December 31, 2027; Greg Enright, Kathy Cage and Nathan Taylor, 2 years to expire December 31, 2025.

FISCAL IMPACT:

Fiscal impacts are negligible. Board operating costs are confined to support staff and minimal office expenses. Appeal fees will cover costs of individual appeals.

CONTACT NAME: Tom Perry

PHONE/EMAIL: (760) 937-5939 / tperry@mono.ca.gov

SEND COPIES TO:

Tom Perry Wendy Sugimura

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Attachment A

History

Time

Who

Approval

12/19/2023 10:42 AM

County Counsel

Yes

1/3/2024 5:47 AM

Finance

Yes

1/3/2024 2:50 PM

County Administrative Office

Yes

Mono County Community Development Department

P.O. Box 3569
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
inspection hotline: (760) 924-1827
commdev@mono.ca.gov

Building Division

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5430, fax 932-5431
www.monocounty.ca.gov

January 9, 2024

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Tom Perry, Building Official

RE: Construction Board of Appeals

RECOMMENDATION

Appoint four new individuals (Bob Strong, Greg Enright, Kathy Cage, and Nathan Taylor) and re-appoint a current member (Steve Shipley) to the five (5) member Construction Board of Appeals:

DISCUSSION:

The purpose of the Construction Board of Appeals is to hear appeals of orders, decisions and determinations of the Building Official related to Mono County Title 15 and building codes. Section 113 of the 2022 California Building Code mandates the local governing authority appointment of a Construction Board of Appeals. Mono County Code Section 15.04.110 provides further direction, specifying staggered four-year terms for Board of Appeal members, and requiring the five-member board to consist of persons with experience in the field of construction (see Attachment A).

Dan Hennarty's and Steve Shipley's terms expire on 12/31/23. Mr. Hennarty can no longer serve on the Board as he currently resides in Nevada. Additionally, the terms of the other three existing members (Randy Gilbert, Melissa Swan, and Harry Petersen) expired on 12/31/21, and these members can no longer serve for various reasons. The proposed four new individuals and existing Board Member were contacted by Tom Perry in October and November of 2023 to see if they would be interested in serving a four-year term on the Board, and all agreed. Both Steve Shipley and Bob Strong agreed to serve a four-year term each that will expire on December 31, 2027, and Greg Enright, Kathy Cage, and Nathan Taylor have agreed to fill two-year terms expiring on 12/31/25, after which they may be appointed to full four-year terms.

The recommended membership represents individuals with diverse credentials and experience in construction matters, as well as a broad geographic representation of Mono County.

This report has been reviewed and approved by the Community Development Director. Please contact Tom Perry at (760) 965-3635 or at tperry@mono.ca.gov if you have questions.

FISCAL IMPACT

Fiscal impacts are negligible. Board operating costs are confined to support staff and minimal office expenses. Appeal fees will cover costs of individual appeals.

ATTACHMENT

Excerpts from Mono County Code Chapter 15

ATTACHMENT A
Mono County Code Excerpt

15.04.110 Board of Appeals.

The construction board of appeals shall hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of Mono County Title 15 and provide reasonable determinations of decisions rendered by the officials charged with the responsibility of enforcing the building codes, as amended from time to time including, but not limited to the following:

- A. Qualifications.** The construction board of appeals (“board of appeals”) shall consist of five voting members, all of whom should be residents of Mono County. Any specific appeal shall be heard by at least a majority of the voting members.
 - 1. The members shall consist of persons with experience in the field of construction and deemed qualified to understand issues relating to this field.
 - 2. No county officer or employee shall serve as a voting member on the construction board of appeals.
 - 3. The members shall serve four years and may be reappointed after that for successive four-year terms. In order to ensure continuity on the board, terms shall be staggered, with two members of the initial board appointed for two-year terms and three members of the initial board appointed for four-year terms. Members of the initial board shall determine, through the drawing of lots, which two members shall serve two-year terms and which three members shall serve four-year terms.
- B. Limitations on Authority.** An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, or the provisions of this code do not fully apply, or an equally good or better form of construction has been proposed and denied by the building official.
 - 1. The construction board of appeals shall have no authority relative to interpretation of the administrative provisions of these codes, nor shall the Board be empowered to waive requirements of these codes.
 - 2. Any cost for tests or research required by the board to substantiate the claim of the appellant shall be the sole responsibility of the appellant.
- C. Building Official Ex-Officio member.** The building official for Mono County shall be an ex-officio member of the Board, and shall act as secretary of said Board, but shall have no vote.
- D. Rules, Decisions, Legislative Recommendations.** The Board shall adopt reasonable rules and regulations for conducting its investigations and render all decisions and findings in writing to the Building Official with a duplicate copy to the appellant.
- E. Appeals to Board.** Any person aggrieved by a decision of the official charged with the responsibility of enforcing those respective codes may within twenty working days of the date of the order, decision, or determination was made, appeal to the board of appeals for a hearing.
 - 1. The appeal must be in writing and accompanied by a filing fee which shall be established by resolution of the county board of supervisors.
 - 2. The appeal shall be filed with the county building division and with the building official. A form will be provided at the community development department.
 - 3. All supporting documents shall be submitted with the form at the time of filing the appeal.
- F. Hearing.** The building official, or his or her designee, shall schedule a hearing within twenty working days of receiving the request for hearing and give notice of the time, place, and subject matter of the hearing to the person filing the appeal, and to each member of the board of appeals.
 - 1. The hearing shall be informal.
 - 2. The Board shall announce its decision within five working days after the hearing has concluded.
- G. Finality of Decision.** The decision of the construction board of appeals shall be the final administrative decision, and no provision of any ordinance of the county shall be interpreted as permitting a further administrative appeal to the county board of supervisors or any other county board or commission.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Probation

TIME REQUIRED

SUBJECT Memorandum of Agreement for Mutual Aid between Central California County Probation Departments

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Proposed Memorandum of Agreement pertaining to Mutual Aid between Central California County Probation Departments.

RECOMMENDED ACTION:

Approve and authorize Chief of Probation Karin Humiston to sign Memorandum of Agreement with Central California County Probation Departments for Mutual Aid assistance.

FISCAL IMPACT:

Fiscal impact cannot be estimated at this time.

CONTACT NAME: Jeff Mills

PHONE/EMAIL: 7609325573 / jlmills@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Memorandum of Agreement
<input type="checkbox"/> Attachments A & B

History

Time	Who	Approval
12/20/2023 11:26 AM	County Counsel	Yes

1/2/2024 10:14 AM

Finance

Yes

1/3/2024 10:48 PM

County Administrative Office

Yes



MAILING: P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517
BRIDGEPORT OFFICE (760) 932-5570•FAX (760) 932-5571
MAMMOTH OFFICE (760) 924-1730•FAX (760) 924-1731

probation@mono.ca.gov

Mark Magit
Presiding Judge
Superior Court

Dr. Karin Humiston
Chief Probation Officer

Date: December 20, 2023
To: Honorable Board of Supervisors
From: Karin Humiston, Chief of Probation
Subject: Memorandum Of Agreement Central California Probation Departments

Recommended Action:

Approve County to enter into a Memorandum of Agreement with Central California Probation Departments and authorize Chief Humiston to execute said Memorandum of Agreement on behalf of the County.

Discussion:

This Memorandum of Agreement is made and entered into by and among the Fresno County Probation Department, Inyo County Probation Department, Kings County Probation Department, Madera County Probation Department, Merced County Probation Department, Mono County Probation Department, San Luis Obispo County Probation Department, Stanislaus County Probation Department, and Tulare County Probation Department.

The parties desire to provide mutual aid to one another in the event of an emergency which means any situation that will, or is likely to, cause a serious disruption, interruption, or breakdown in juvenile probation institution services and/or juvenile and adult probation field supervision services provided by the party affected by such an emergency.

Fiscal Impact:

Unknown.

Attachments:

Memorandum of Agreement

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made and entered into by and among the Fresno County Probation Department, Inyo County Probation Department, Kings County Probation Department, Madera County Probation Department, Merced County Probation Department, Mono County Probation Department, San Luis Obispo County Probation Department, Stanislaus County Probation Department, and Tulare County Probation Department (individually referred to as “party” and collectively “the parties”). The Effective Date shall be the date that the last party signs this Agreement.

Recitals

Whereas the parties to this Agreement currently provide juvenile probation institution services and juvenile and adult probation field supervision services within their territorial jurisdictions; and

Whereas the parties desire to provide mutual aid to one another in the event of an emergency which means any situation that will, or is likely to, cause a serious disruption, interruption, or breakdown in juvenile probation institution services and/or juvenile and adult probation field supervision services provided by the party affected by such an emergency; and

Whereas the party requesting services from the other parties is hereafter, referred to as the “Requesting Party” and the party or parties assisting in providing emergency services are hereafter referred to as the “Assisting Party or Parties”;

Therefore, the parties hereto agree as follows:

Terms and Conditions

I. Purpose.

- a. The parties agree, when reasonably practicable, to provide juvenile probation institution and/ or juvenile and adult probation field supervision services as designated in this Agreement if Assisting Party is able, upon request of a party facing an emergency.
- b. Assisting Parties’ responses to a request for aid are dependent on any existing emergency conditions within each Assisting Party’s own jurisdiction, the status of each party’s resources, and capability of meeting probation service mandates.
- c. Juvenile probation institution and juvenile and adult probation field services to be provided in the event of an emergency may include, but are not limited to, the following:
 1. Housing of detained youth,
 2. Use of Probation peace officers to support institution or field operations, and
 3. Use of equipment including but not limited to vehicles, restraining devices, food, and clothing.

II. Procedure for activating mutual aid response.

- a. As a pre-condition for requesting mutual aid response, either:
 1. The Board of Supervisors or County Administrative Officer (whichever is legally authorized by that county) of a Requesting Party must declare a state of emergency

in that county, which will necessarily affect the juvenile probation institution/probation field services of the Requesting Party, or

2. The County Administrative Officer of the Requesting Party must notify the County Administrative Officer of the Assisting Party that an emergency exists in the Requesting Party's county that will necessarily affect the juvenile institution/probation field supervision services of the Requesting Party.
- b. Following the occurrence of either of the pre-conditions described in Section II.a., the Requesting Party shall contact the Chief Probation Officer of any county from which it is requesting services. If the Chief Probation Officer of a certain Assisting Party is unavailable, the Assisting Party shall utilize its chain of command to determine the highest-ranking authorized officer to authorize mutual aid response pursuant to this Agreement.
 - c. If any Assisting Party or Parties determine that housing, staffing, or equipment resources are not available, Assisting Party or Parties shall notify Requesting Party or Parties as soon as that determination is made.
 - d. Upon determination by Assisting Parties that the services, housing, staffing, or equipment resources requested are available, implementation of assistance shall be coordinated between the Requesting Party and Assisting Party or Parties.
 - e. Request for housing of detained youth:
 1. Before a request for housing is made, , and accordance with state law, the Requesting Party shall release appropriate youth to parents or legal guardians to the extent such release is possible.
 2. Requesting Party shall be responsible for transportation of detained youth to the Assisting Party's jurisdiction unless other arrangements have been specifically agreed upon by the parties. If an emergency prevents the Requesting Party from transporting detained youth, the other parties will endeavor in good faith to provide transportation if reasonably practicable.
 3. Youth being transferred must be accompanied by a completed Mutual Aid Detainee Transfer Form (Attachment A) and attached documentation related to the request, which include the most recent court order stipulating to continued detention, authorization for medical treatment, institution medical treatment records/medication, and classification materials.
 4. Requesting Party shall be responsible for monitoring the legal status of transferred youth and performing related tasks including, but not limited to arranging transportation to court and placement, , unless other arrangements are specifically agreed upon.
 5. Any youth transferred pursuant to this subsection II.e. shall be held by Assisting Party only for the minimum amount of time necessary, and shall be transferred back to Requesting Party as soon as possible.
 6. If a youth transferred pursuant to this subsection II.e. is held by Assisting Party longer than a period of thirty (30) days, Requesting Party shall reimburse Assisting Party for its reasonable costs in housing such youth beyond the initial thirty-day period. For example, if a transferred youth is held by Assisting Party for forty-five (45) days, Requesting Party shall reimburse Assisting Party for its reasonable costs in housing such youth for the extra fifteen (15) days.

- f. Request for staff:
 - 1. Requests for staff shall only be made by the Chief Probation Officer of the Requesting Party, and the Assisting Party shall review any such request with consideration given to the travel time, expense, and logistics.
 - 2. To mitigate potential liability and the need for training, Assisting Parties' staff shall be used only in a support capacity.
- g. Request for equipment:
 - 1. Any requested equipment, including but not limited to, vehicles, restraining devices, food, and clothing, shall be inventoried by both the Requesting Party and Assisting Party prior to delivery by the requesting and assisting parties and both receipt and return documented on the Mutual Aid Equipment Transfer form (Attachment B). If any requested equipment provided by an Assisting Party is damaged or lost during the use of equipment by Requesting Party during the emergency, Requesting Party shall pay Assisting Party for the replacement of such equipment after the conclusion of the emergency.
 - 2. Food and other consumable items need not be returned unless they are nonperishable, go unused, and can be returned and accounted for without unreasonable burden and expense.
 - 3. Other items shall be used with the degree of care expected of a bailment for the benefit of the bailee and shall be returned by the Requesting Party, (i) as soon as reasonably practicable when no longer needed by the Requesting Party, or (ii) if the Assisting Party advises the Requesting Party of a superseding need.

III. Reimbursement for Services Rendered.

With the exclusion of the provisions of Sections II.e.6. and VII, no party shall be entitled to any compensation for any services rendered to the other; provided however, that where a state or local proclamation of emergency is issued, each party will cooperate to ensure any reimbursements, if applicable, to the Assisting Party through federal or state emergency management relief funds (e.g., FEMA or the State Office of Emergency Services). Where no opportunity exists for federal or state reimbursement, the mutual promises and covenants of this Agreement shall be the sole consideration of any services rendered.

IV. Indemnification.

- a. Notwithstanding any other law, including the provisions for joint and several liability in Government Code Section 895.2, each party (the "indemnifying party") agrees to hold harmless, indemnify, and defend the other parties and their elected and appointed officers, employees, agents, and assigns (collectively, the "indemnitees") from any and all claims, actions, losses, damages, judgments, or liabilities of any kind or nature, including attorneys' fees and costs ("claims") arising from or relating to the indemnifying party's own fault, including that of its elected and appointed officers, employees, agents, and assigns, excepting any claims arising from any indemnitees' own gross negligence or willful misconduct.

- b. Except as specified in paragraph c., below, the duty of defense shall not arise between two parties as to a cause of action brought against both parties, but the parties may recover defense costs from one another, and shall indemnify one another, in proportion to fault. As used in the previous sentence, a “cause of action” means a primary right of a plaintiff with a corresponding primary duty of the defendant.
- c. Paragraph b., above, shall not apply to circumstances where the Assisting Party’s agents or employees were acting under the direction of the Requesting Party’s agents and employees, in which case the Requesting Party shall be deemed at fault for the conduct of the Assisting Party’s employees and agents for purposes of paragraph a. of this section IV.

Each party to this Agreement, at its sole cost and expense, shall carry insurance or self-insurance for its activities in connection with this Agreement and keep in force and maintain insurance or equivalent programs for general liability, workers’ compensation, and automobile liability coverage adequate to cover potential liabilities, negligent or intentionally wrongful acts or omissions, resulting from or caused by the performance of its duties under this Agreement. Each party agrees to provide the other party with applicable certificates of insurance upon request.

V. Liability of Requesting Party for Youth at Assisting Party’s Facility.

Requesting Party shall defend, indemnify, and hold harmless Assisting Party or Parties, as well Assisting Party or Parties’ officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney’s fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or connected with the transfer of a youth to Assisting Party or Parties’ facility under this Agreement, and all actions and activities of the youth while at Assisting Party or Parties’ facility or facilities.

VI. Termination.

Each county shall be bound to the other county signatories hereto upon acceptance by the county’s board of supervisors. Any party may terminate their participation in this Agreement at any time for any reason by giving written notice to the other parties at least ninety (90) days prior to the date of termination in accordance with the notice provisions below.

VII. Tax exempt bond financing of the JJC (Applicable for Fresno County Only).

Notwithstanding any other provision in this Agreement, Requesting Party acknowledges that the Fresno County Juvenile Justice Campus (“JJC”) has been acquired, constructed, or improved, and is situated on land that has been acquired using net proceeds of governmental tax-exempt bonds. To that end, (a) Requesting Party covenants, represents, and warrants to County of Fresno that Requesting Party is a political subdivision of the State of California; (b) this Agreement does not confer upon the Requesting Party any right, title, or interest in the JJC; (c) Requesting Party may only house at the JJC youth who are charged or convicted solely in relation to a violation of a local or state law; and (d) if Requesting Party wishes to have any extraordinary services, including programming, beyond what the County of Fresno normally provides to its youth housed at the JJC, provided to the youth at the JJC, Requesting Party must utilize only

the County of Fresno's vendors providing such services, subject to such services being available, and reimburse the County of Fresno for the cost of such services. In the event of any Internal Revenue Service examination of any of the bonds or the use of the JJC, the Requesting Party shall cooperate with the County of Fresno in any such examination.

- VIII. **Facsimile/Electronic Signatures and Counterparts.** The Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same Agreement. Faxed, photocopied, or electronically signed or transmitted signatures have the same effect as ink originals.
- IX. **Governing Law and Venue.** This Agreement shall be construed according to California law. There are no third-party intended beneficiaries of this Agreement. Any dispute arising from this Agreement shall be heard in a neutral county pursuant to Code of Civil Procedure Section 394. Except to seek provisional relief reasonably necessary to protect a party's interests, in case of any dispute arising from this Agreement, prior to filing any litigation the affected parties shall attempt in good faith to resolve their dispute informally including, where appropriate, by agreeing to suitable methods of alternative dispute resolution.
- X. **Confidentiality of Records.** Subject to applicable law, the parties shall maintain the confidentiality of all records and information relating to juvenile participants under this Agreement. This shall be in accordance with Welfare & Institutions Code (WIC) provisions, as well as all other applicable state and county laws, ordinances, regulations, and directives relating to confidentiality. Each party shall inform their managers, supervisors, employees, and contractor providers providing services hereunder, of the confidentiality provision of this Agreement. In no case shall records or information pertaining to juvenile participants be disclosed to any person, except designated employees, without the written permission of a Chief Probation Officer.
- XI. **Authority.** The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Assisting Party or Parties and Requesting Party.
- XII. **Employment Rights and Benefits.** The parties are acting in an independent capacity. Each of the parties agrees that it, including any and all of its officers, agents, and/or employees, shall have absolutely no right to employment rights and benefits available to the other party's employees. Each party shall be solely liable and responsible for providing to, or on behalf of, its own officers, agents, and/or employees all legally and contractually required employee benefits. In addition, each party shall be solely responsible and hold the other parties harmless for all matters relating to payment of each party's employees, including, but not limited to, compliance with applicable social security withholding and all other regulations governing such matters.
- XIII. **Third Party Beneficiaries.**

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create any rights in third parties.

XIV. **Amendments.**

No changes, amendments or alterations shall be effective unless in writing and signed by the parties to this Agreement. The parties acknowledge that in entering into and executing this Agreement, each relies solely upon the provisions contained in the Agreement and no others.

XV. **Notice.**

Any and all notices between the parties provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to each party, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to each party at the address provided on the signature page of this Agreement. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810). All notices shall be sent to the Chief Probation Officer of each county, as appearing in the signature block below.

(END OF TERMS SIGNATURE PAGES FOLLOW)

Fresno County Probation Department

Address for Notice:

By:

KIRK HAYNES
Chief Probation Officer

Date:

Address for Notice:

Inyo County Probation Department

By:

JEFF THOMSON
Chief Probation Officer

Date:

Address for Notice:

Kings County Probation Department

By:

LEONARD A. BAKKER
Chief Probation Officer

Date:

Madera County Probation Department

By:

CHRIS CHILDERS
Chief Probation Officer

Date:

—

Address for Notice:

Merced County Probation Department

By:

CHRIS HENN
Chief Probation Officer

Date:

—

Address for Notice:

Mono County Probation Department

By:

KARIN HUMISTON
Chief Probation Officer

Date:

—

Address for Notice:

San Luis Obispo County Probation Department

By:

ROBERT REYES
Chief Probation Officer

Date:

—

Address for Notice:

Stanislaus County Probation Department

By:

MARK FERRIERA
Chief Probation Officer

Date:

—

Address for Notice:

Tulare County Probation Department

By:

KELLY VERNON
Chief Probation Officer

Date:

—

Address for Notice:

Mariposa County Probation Department

By:

RYAN OLIPHANT
Chief Probation Officer

Date:

—

Address for Notice:

Tuolumne County Probation Department

By:

DAN HAWKS
Chief Probation Officer

Date:

—

Address for Notice:

Attachment A

MUTUAL AID DETAINEE TRANSFER FORM

Name: _____ County ID#: _____
Last, First, MI

Address: _____
Street City, State Zip

Phone: _____ DOB: _____ Probation Officer: _____

Father's Name: _____ Mother's Name: _____

Fathers Address: _____
Street City, State Zip

Mother's Address: _____
Street City, State Zip

Father's Telephone: _____ Mother's Telephone: _____

Guardian's Name: _____ Telephone: _____

Guardian's Address: _____
Street City, State Zip

Transfer Documents (must accompany youth): Please initial in space provided:

- Most Recent Court Order
- Medical Treatment Authorization
- Medical Treatment Records
- Medication (N/A if none)

Classification of Youth (check all that apply):

- Current Charge- Pending Transfer Hearing to Criminal Court
- Current Charge- Pending Transfer to Adult Institution
- Current Charge-Violent Felony
- Current change- Pending Secure Youth Track Commitment
- Secure Youth Track- Serving Commitment
- Secure Youth Track- Post Release WIC 777
- Documented Prior Violent History
- Documented Prior Escape History
- Documented Prior Psychiatric History
- Current Charge-Weapons Related
- History of Assault on Staff
- Suicidal or history of suicidal ideations
- Other: _____

<p>MEDICAL CONDITION ALERT</p> <p><input type="checkbox"/> Has a communicable disease</p> <p><input type="checkbox"/> Is currently pregnant</p>
--

Current Classification Status: _____ (sending facility classification documents attached)

The above-named detainee was transferred to _____ pursuant to the Memorandum of Agreement dated _____, 2023.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Information Technology

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mike Martinez, Information Technology
Director

SUBJECT Resolution Amending Voice and
Electronic Media Policy

AGENDA DESCRIPTION:

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

Proposed resolution amending the Administrative Policies and Procedures Manual for the County of Mono to implement a retention period for electronic communications such as Teams chat, Teams channels and other text based messages.

RECOMMENDED ACTION:

Adopt proposed resolution amending the Administrative Policies and Procedures Manual for the County of Mono to implement a retention period for electronic communications such as Teams chat. Teams channels and other text base messages. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Mike Martinez

PHONE/EMAIL: 7609241819 / mmartinez@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Attachment to Resolution
<input type="checkbox"/> Redline showing changes

History

Time	Who	Approval
12/20/2023 11:00 AM	County Counsel	Yes
1/2/2024 10:07 AM	Finance	Yes
1/2/2024 11:58 PM	County Administrative Office	Yes



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

PO BOX 7657 | 1290 TAVERN ROAD | MAMMOTH LAKES, CA 93546
(760) 924-1819 • mmartinez@mono.ca.gov

Mike Martinez
Information Technology Director

January 9, 2024

To Honorable Board of Supervisors
From Mike Martinez, Information Technology Director
Subject Amended Policy and Procedure H-3 – VOICE AND ELECTRONIC MEDIA POLICY

Recommendation

Approve amended Policy and Procedure H-3 – VOICE AND ELECTRONIC MEDIA POLICY and authorize the Information Technology Director to update the Policies and Procedures manual.

Discussion

On August 15, 2023, the Board adopted a comprehensive Policies and Procedures Manual for the County. From time to time, there will be a need to add to or modify that Manual to reflect changes in policies or procedures.

The proposed revision would update Policy H-3 (“Voice and Electronic Media Policy”) to provide distinction between types of Electronic Media and messages sent and received by Mono County employees and managed by the Department of Information Technology (“IT Department”). The proposed revision also updates the retention of the electronic Media and messages.

Text messages are transitory in nature and are not maintained in the ordinary course of business. Text messages may be deleted by the user at any time.

Teams channels (and similar) shall be maintained by the County for two years, and then shall be automatically deleted unless directed otherwise by the operator/user of the channel. Teams chats shall be maintained by the County for sixty (60) days and then shall be automatically deleted by the County.



R24-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AMENDING THE ADMINISTRATIVE POLICIES AND
PROCEDURES MANUAL FOR THE COUNTY OF MONO TO IMPLEMENT
A RETENTION PERIOD FOR TRANSITORY COMMUNICATIONS SUCH AS
TEAMS CHAT AND OTHER TEXT BASED MESSAGES**

WHEREAS, on August 15, 2023, the Board of Supervisors adopted the Mono County Administrative Policies and Procedures Manual (the “Manual”), which compiles existing County policies and new policies into a single codified resource; and

WHEREAS, in adopting the Manual, the Board understood that additions, updates and revisions would continuously be required to keep the Manual current and applicable; and

WHEREAS, there is presently a need to revise the Manual to reflect recommended changes to existing policies and/or to add new policies, as set forth below and the Board wishes to adopt such changes;

NOW, THEREFORE, be it resolved by the Board of Supervisors of the County of Mono that the following amended or new policies are adopted by the Board and shall be codified into the Mono County Administrative Policies and Procedures Manual. The policies adopted by this resolution shall supersede and replace any existing policy having the same identification letter and number:

1. Policy H-3 (“Voice and Electronic Media Policy”) which is attached hereto and incorporated by this reference.

PASSED, APPROVED and ADOPTED this 9th day of January 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Peters, Chair
Mono County Board of Supervisors

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ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: VOICE AND ELECTRONIC MEDIA	Policy Number: H-3	Page Number: Page 1 of 7
	Date Approved:	December 12, 2017 (R17-92)
	Revisions:	

POLICY

This policy provides guidelines for the long and short-term storage and removal of Electronic Media and messages sent and received by Mono County employees and managed by the Department of Information Technology ("IT Department"). A more comprehensive set of policies and standards governing the use of technology is included in the "Information Technology Standards and Policies" document (Policy H-1).

1. DEFINITIONS

- A. "Authorized User" is any employee, contractor, volunteer, or other individual who has been authorized by the Board of Supervisors, County Administrative Officer (CAO), or Department Director to use the County's electronic equipment or systems.
- B. "Electronic Media" includes but is not limited to data and messages which are created, sent, or received by County computers and personal computing devices, landline and cellular phones, or similar type of equipment as email messages, voicemail or similar.
- C. "Email" means written correspondence sent distributed by electronic means from one computer or device user to one or more recipients via an email provider such as Outlook, Gmail or similar.
- D. "Other Electronic Communication" or "Electronic Communication" includes any written communication sent by electronic means other than email, from one computer or device user to one or more recipients via text message or chat function (such as Teams Chat or text messaging).
- E. "Mono County Personnel" means any person employed by the County, whether as regular full-time, part-time, temporary, probationary, or otherwise, as well as County officials, consultants, and volunteers.

2. GENERAL RULES OF ELECTRONIC MEDIA USAGE

To ensure that all forms of electronic media are used appropriately, general rules of electronic media usage include:

- A. Authorized Users with access to County data are charged with appropriate

- protection of those data. The policies and standards governing technology use within the County are designed to protect data, systems, and our employees.
- B. All Authorized Users are responsible for the proper care and handling of all forms of County owned electronic media to which they have access.
 - C. Electronic Media may not be used for any prohibited purpose, including illegal activities, messages that may constitute discrimination or harassment under state, local, or federal law, or other inappropriate uses which threaten the integrity of systems or data.
 - D. Supervisors, managers, department directors, as well as the IT Department, as authorized by the applicable department director, reserve the right to enter, search and monitor the County's computer files, voice mail, e-mail, or any type of County electronic file of any employee without advance notice. Justification for such actions may include monitoring workflow or productivity, investigating theft, disclosure of confidential business or proprietary information, or personal abuse of the system.
 - E. Authorized Users who access the County's network, email, voice mail and electronic data files remotely from a non-County computer or other Electronic Media are held to the same standards of responsible use defined in this policy as if they were using County Electronic Media at County facilities.
 - F. Authorized Users may not store County data or messages on third-party websites, personal storage devices, or in a method which is otherwise not accessible by the IT Department without prior written authorization (i.e., use of Dropbox, Google Drive, or similar systems and devices for storing County documents, or forwarding a County email to a personal email account).
 - G. All Electronic Media created or received by County systems are considered property of Mono County.

3. DATA STORAGE, RETENTION AND BACKUP

The Mono County IT Department is responsible for designing and implementing a file structure system for securely and logically storing County Electronic Media.

The IT Department regularly replicates and backs-up data to ensure operational continuity in the event data is compromised, lost, or otherwise affected. In general, data snapshots are taken on a daily, weekly, and monthly basis, with several months of data saved should it need to be recalled at a later date. Any concerns regarding loss of or damage to data should be reported to the IT Department as soon as they are discovered.

Authorized Users shall be trained by the IT Department on this structure when they begin employment and are responsible for the maintenance of the data to which they have access.

File storage is divided into two primary categories:

A. User Files

- i. Each Authorized User will receive their own dedicated Microsoft OneDrive account for file storage, which, unless otherwise authorized, only they and the IT Department have access to. Files stored in this folder will be backed-up regularly and retained indefinitely or destroyed by the User in accordance with the County's records retention policy.
- ii. Upon separation with the County, the applicable department director may be given access to the former employee's emails and electronic files stored in their Microsoft OneDrive account or designate an alternate Authorized User to take ownership of them. Any e-mails or files stored on the former employee's Microsoft OneDrive account that have not been preserved or moved to another location, will be purged in accordance with the County's records retention policy.
- iii. At any time during the course of employment, supervisors, managers, department directors, as well as IT staff, as authorized by the applicable department director, reserve the right to enter, search, and monitor the County's computer files, voice mail, e-mail, or any type of County electronic file of any employee without advance notice. In these situations, read-only access may be granted to any of the Authorized User's folders directly, or a copy of the files in any folder may be made into a location determined by the department director.

B. Departmental Files

- i. The IT Department will work with individual departments, their directors, and staff to ensure that file system organization and security meets the needs of that particular department and respond to requests to modify access for specific-use cases.
- ii. By default, data is saved on the Mono County file system for an indefinite amount of time, unless otherwise deleted by an Authorized User. In order to avoid cluttering of the file system, it is important for individual departments to manage their file structure appropriately by reviewing, organizing, and deleting old and unneeded files on an annual basis, in a manner that is consistent with the County's record retention policy.
- iii. The IT Department recognizes that each department will have different data storage requirements and retention periods and will work with departments to ensure that their needs are upheld, while recommending best practices for data storage and maintenance where appropriate.
- iv. The IT Department recognizes the value of Cloud-based storage solutions (such as Microsoft OneDrive/SharePoint) and has implemented them for various Mono County Personnel to meet a specific business need. The implementation of these storage services has been done in accordance with the same policies as set forth in this document as well as all applicable data standards and requirements imposed upon local government agencies.
- v. Mono County Personnel shall use the data storage methods which have been provided by the IT Department, and not implement third-party non-authorized solutions (such as Dropbox, Google Drive, or similar offerings)

on their own.

4. DATA STORAGE, RETENTION AND BACKUP

Electronic mail (email) addressed to, generated by, or received on County email addresses is the property of the County and is to be used for County business-related purposes only. The email system is not to be used in a way that may be disruptive, illegal, offensive to others, harmful to morale, or that otherwise compromises the overall integrity of the system or poses a security threat to the County.

Email users are responsible for the management of their personal mailboxes and those departmental boxes which they maintain. Email messages are assumed to be transitory communication and are automatically deleted after two years. Messages that need to be retained for specific purposes, for example, because they are subject to a litigation hold are part of a project record or are "official records" as defined in the County's Public Records Act Policy for Private Devices and Accounts (Policy A-8) should be stored outside of the email system according to best practices provided by IT staff.

Emailing in masse out of the County's regular email system for any purpose that is not directly related to County business is strictly prohibited. If a need arises to send an email to more than 25 recipients that is related to County business, approval may be granted by the IT Director to utilize the County's email list serve program for sending bulk emails.

Email messages will be managed and retained according to the terms established in the section below. While the IT Department has the ability to access e-mail messages stored on or deleted from the County system at any time, it may not do so without prior authorization of either the Authorized User, CAO, County Counsel, HR Director, or applicable department director. Upon receiving such permission, the IT Department may provide access to an Authorized User's mailbox for an indicated amount of time. It is understood that during this time it is not possible to determine who sent messages from the account in question.

Authorized Users are otherwise strictly prohibited from accessing another Authorized User's email without the express permission of the Authorized User, applicable department director, or HR Director.

Access to the mailboxes of Authorized Users no longer employed or retained by Mono County may be established by the IT Department following approval by the applicable department director, the CAO, or the HR Director and remain subject to the same retention period specified below.

Emails sent by HIPAA-covered agencies that contain confidential patient information must be encrypted using a method established by the IT Department.

5. VOICEMAIL

Voicemail messages left on the County phone system are considered transitory communication and are only maintained up until the time that the user deletes the message from the system. It is not possible to recover deleted messages, and they are not backed-up.

Some Authorized Users receive voicemail in the form of an email message with an attached audio recording. In the case of these voicemails, the message is maintained by the County's email system and retained within the same periods set forth in Section H below or may be deleted sooner by the User.

Employees shall establish a password for their voicemail box that ensures unique access to that box and should generally not share that password with any other employee.

Voicemail messages, which are left on the County maintained phone system, are considered property of Mono County, and may be accessed by the IT Department upon the request of the applicable department directors, HR Director, County Counsel, or the CAO.

6. ELECTRONIC FILES AS PUBLIC RECORDS

Authorized Users need to be aware that data, files, messages, and information created by or stored on County computers, servers, or voicemail systems may be subject to disclosure under the Public Records Act, and/or discovery in litigation. County records created through email and other forms of electronic communication(s) that are official records or retained in the ordinary course of business must be protected and retained in accordance with records retention laws and best practices described by the IT Department and County Counsel.

7. RETENTION OF EMAIL MESSAGES

Email is a business tool that shall be used in accordance with generally accepted business practices and all local, state, and federal laws, including the California Public Records Act, to provide an efficient and effective means of communication.

Email messages are considered transitory in nature and should only be retained where necessary (e.g., if they are official records, part of a project file, or subject to litigation hold). As such, the County's email management system will automatically delete emails (and voicemails that become emails) which are not saved by the User outside of the email system after 2 years.

Certain departments have specific use cases which substantiate the need to retain an actual email message for a longer time period. In these unique circumstances, IT

will work to provide an appropriate retention method within Outlook or similar approved system.

Typically, the content of the email message is of greater value than the email itself. In these circumstances, the best practice is to:

- Save the email content into an electronic project file or business system.
- Copy the content to OneNote or similar note tracking system.
- Export a PDF of the message and store in a project folder in the County's electronic file system.

Authorized Users are encouraged to seek guidance from the IT Department and County Counsel in either case to ensure that both messages and information are retained properly and only when necessary.

8. RETENTION OF OTHER ELECTRONIC COMMUNICATIONS (E.G. TEXTS, TEAMS CHAT OR TEAMS CHANNELS)

A. **Text Messages.** Text messages should generally not be used for business purposes. However, text messages may occasionally be appropriate for simple correspondence such as setting a meeting time or arranging a meeting location. Text messages are transitory in nature and are not maintained in the ordinary course of business. Text messages may be deleted by the user at any time.

B. **Chat and Channels.** Teams chat, Teams channels and similar types of Electronic Communication differ from a text message in that they can include files, a folder structure, images, and other business-related documentation. A Teams chat or channel is typically associated with a project or initiative of limited duration and is a means to coordinate around that initiative. Substantive materials related to the project or initiative are maintained outside of the chat or channel. Teams channels (and similar) shall be maintained by the County for two years, and then shall be automatically deleted unless directed otherwise by the operator/user of the channel. Teams chats shall be maintained by the County for sixty (60) days and then shall be automatically deleted by the County.

9. DISCLOSURE OF EMAIL OR OTHER ELECTRONIC COMMUNICATIONS MAINTAINED BY THE COUNTY

Periodically, the County receives requests for inspection or production of documents pursuant to the Public Records Act, as well as subpoenas or court orders for documents.

In the event such a request or demand includes emails or other electronic communications which are maintained by the County (e.g., Teams channels), the IT Department will work with the County Counsel's office to temporarily preserve any

messages related to the request or review the Authorized User's mailboxes and accounts included as part of the request, in order to produce, by any reasonable means available, the appropriate data.

In these circumstances, the IT staff will access an Authorized User's mailbox or computer and copy appropriate messages or channels to a secondary location, which will be reviewed by County Counsel staff before being delivered to the requestor.

10. PROHIBITED USES OF THE ELECTRONIC MEDIA

- A. Prohibited uses of Electronic Media include, but are not limited to the following:
- i. Illegal activities under local, state, and/or federal law.
 - ii. Intentional or negligent misuse.
 - iii. Anything that may be construed as harassment or disparagement of others based on race, religious creed, color, age, sex, sexual orientation, gender identity, genetic characteristics, national origin, religion, marital status, medical condition, disability, military service, pregnancy, childbirth and related medical conditions, and/or any other classification protected by federal, state, and local laws and ordinances, or perception that an individual has one of these characteristics. This includes, but is not limited to, slurs, obscene messages, sexually explicit images and/or cartoons, etc.;
 - iv. Except as a part of an authorized user's regular County duties, knowingly displaying, transmitting, or downloading sexually explicit or pornographic images, messages, or cartoons.
 - v. Transmitting messages which are threatening, obscene, lewd, or profane.
 - vi. Soliciting others for commercial ventures or other non-job-related matters.
 - vii. Unauthorized mass mailing to more than 25 recipients (any such distribution requires pre- authorization).
 - viii. Forging electronic mail messages.
 - ix. Intentionally disrupting network traffic or crashing the network and connected systems.
 - x. Any other use which is deemed by the County to be inappropriate or in violation of the intended use of any electronic media.

Unauthorized use of the County's Electronic Media as outlined in this policy will be reviewed on a case-by-case basis and may be subject to disciplinary action up to and including termination.

MONO COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL

Subject: VOICE AND ELECTRONIC MEDIA	Policy Number: H-3	Page Number: Page 1 of 7
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- B. "Electronic Media" includes but ~~are-is~~ not limited to data and messages which are created, sent, or received by County computers and personal computing devices, landline and cellular phones, or similar type of equipment as email messages, voicemail or similar.
- C. "Email" means written correspondence sent distributed by electronic means from one computer or device user to one or more recipients via an email provider such as Outlook, Gmail or similar.
- ~~B.D.~~ "Other Electronic Communication" or "Electronic Communication" includes any written communication sent by electronic means other than email, from one computer or device user to one or more recipients via text message or chat function (such as Teams Chat or text messaging).
- C.E. "Mono County Personnel" means any person employed by the County, whether as regular full-time, part-time, temporary, probationary, or otherwise, as well as County officials, consultants, and volunteers.

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- within the County are designed to protect data, systems, and our employees.
- B. All Authorized Users are responsible for the proper care and handling of all forms of County owned electronic media to which they have access.
 - C. Electronic Media may not be used for any prohibited purpose, including illegal activities, messages that may constitute discrimination or harassment under state, local, or federal law, or other inappropriate uses which threaten the integrity of systems or data.
 - D. Supervisors, managers, department directors, as well as the IT Department, as authorized by the applicable department director, reserve the right to enter, search and monitor the County's computer files, voice mail, e-mail, or any type of County electronic file of any employee without advance notice. Justification for such actions may include monitoring workflow or productivity, investigating theft, disclosure of confidential business or proprietary information, or personal abuse of the system.
 - E. Authorized Users who access the County's network, email, voice mail and electronic data files remotely from a non-County computer or other Electronic Media are held to the same standards of responsible use defined in this policy as if they were using County Electronic Media at County facilities.
 - F. Authorized Users may not store County data or messages on third-party websites, personal storage devices, or in a method which is otherwise not accessible by the IT Department without prior written authorization (i.e., use of Dropbox, Google Drive, or similar systems and devices for storing County documents, or forwarding a County email to a personal email account).
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OneDrive account for file storage, which, unless otherwise authorized, only they and the IT Department have access to. Files stored in this folder will be backed-up regularly and retained indefinitely or destroyed by the User in accordance with the County's records retention policy.

- ii. Upon separation with the County, the applicable department director may be given access to the former employee's emails and electronic files stored in their Microsoft OneDrive account or designate an alternate Authorized User to take ownership of them. Any e-mails or files stored on the former employee's Microsoft OneDrive account that have not been preserved or moved to another location, will be purged in accordance with the County's records retention policy.
- iii. At any time during the course of employment, supervisors, managers, department directors, as well as IT staff, as authorized by the applicable department director, reserve the right to enter, search, and monitor the County's computer files, voice mail, e-mail, or any type of County electronic file of any employee without advance notice. In these situations, read-only access may be granted to any of the Authorized User's folders directly, or a copy of the files in any folder may be made into a location determined by the department director.

B. Departmental Files

- i. The IT Department will work with individual departments, their directors, and staff to ensure that file system organization and security meets the needs of that particular department and respond to requests to modify access for specific-use cases.
- ii. By default, data is saved on the Mono County file system for an indefinite amount of time, unless otherwise deleted by an Authorized User. In order to avoid cluttering of the file system, it is important for individual departments to manage their file structure appropriately by reviewing, organizing, and deleting old and unneeded files on an annual basis, in a manner that is consistent with the County's record retention policy.
- iii. The IT Department recognizes that each department will have different data storage requirements and retention periods and will work with departments to ensure that their needs are upheld, while recommending best practices for data storage and maintenance where appropriate.
- iv. The IT Department recognizes the value of Cloud-based storage solutions (such as Microsoft OneDrive/SharePoint) and has implemented them for various Mono County Personnel to meet a specific business need. The implementation of these storage services has been done in accordance with the same policies as set forth in this document as well as all applicable data standards and requirements imposed upon local government agencies.
- v. Mono County Personnel shall use the data storage methods which have been provided by the IT Department, and not implement third-party non-authorized solutions (such as Dropbox, Google Drive, or similar offerings) on their own.

4. DATA STORAGE, RETENTION AND BACKUP

Electronic mail (email) addressed to, generated by, or received on County email addresses is the property of the County and is to be used for County business-related purposes only. The email system is not to be used in a way that may be disruptive, illegal, offensive to others, harmful to morale, or that otherwise compromises the overall integrity of the system or poses a security threat to the County.

Email users are responsible for the management of their personal mailboxes and those departmental boxes which they maintain. Email messages are assumed to be transitory communication and are automatically deleted after two years. Messages that need to be retained for specific purposes, for example, because they are subject to a litigation hold are part of a project record or are "official records" as defined in the County's Public Records Act Policy for Private Devices and Accounts (Policy A-8) should be stored outside of the email system according to best practices provided by IT staff.

Emailing in masse out of the County's regular email system for any purpose that is not directly related to County business is strictly prohibited. If a need arises to send an email to more than 25 recipients that is related to County business, approval may be granted by the IT Director to utilize the County's email list serve program for sending bulk emails.

Email messages will be managed and retained according to the terms established in the section below. While the IT Department has the ability to access e-mail messages stored on or deleted from the County system at any time, it may not do so without prior authorization of either the Authorized User, CAO, County Counsel, HR Director, or applicable department director. Upon receiving such permission, the IT Department may provide access to an Authorized User's mailbox for an indicated amount of time. It is understood that during this time it is not possible to determine who sent messages from the account in question.

Authorized Users are otherwise strictly prohibited from accessing another Authorized User's email without the express permission of the Authorized User, applicable department director, or HR Director.

Access to the mailboxes of Authorized Users no longer employed or retained by Mono County may be established by the IT Department following approval by the applicable department director, the CAO, or the HR Director and remain subject to the same retention period specified below.

Emails sent by HIPAA-covered agencies that contain confidential patient information must be encrypted using a method established by the IT Department.

5. VOICEMAIL

Voicemail messages left on the County phone system are considered transitory communication and are only maintained up until the time that the user deletes the message from the system. It is not possible to recover deleted messages, and they are not backed-up.

Some Authorized Users receive voicemail in the form of an email message with an attached audio recording. In the case of these voicemails, the message is maintained by the County's email system and retained within the same periods set forth in Section H below or may be deleted sooner by the User.

Employees shall establish a password for their voicemail box that ensures unique access to that box and should generally not share that password with any other employee.

Voicemail messages, which are left on the County maintained phone system, are considered property of Mono County, and may be accessed by the IT Department upon the request of the applicable department directors, HR Director, County Counsel, or the CAO.

6. ELECTRONIC FILES AS PUBLIC RECORDS

Authorized Users need to be aware that data, files, messages, and information created by or stored on County computers, servers, or voicemail systems may be subject to disclosure under the Public Records Act, and/or discovery in litigation. County records created through email and other forms of electronic communication(s) that are official records or retained in the ordinary course of business must be protected and retained in accordance with records retention laws and best practices described by the IT Department and County Counsel.

7. RETENTION OF ~~ELECTRONIC MESSAGES AND COMMUNICATIONS~~ EMAIL MESSAGES

~~Electronic communications~~ Email is are a business tool that shall be used in accordance with generally accepted business practices and all local, state, and federal laws, including the California Public Records Act, to provide an efficient and effective means of communication.

Email messages are considered transitory in nature and should only be retained where necessary (e.g., if they are official records, part of a project file, or subject to litigation hold). As such, the County's email management system will automatically delete emails (and voicemails that become emails) which are not saved by the User outside of the email system—after 2 years.

Certain departments have specific use cases which substantiate the need to retain an

actual email message for a longer time period. In these unique circumstances, IT will work to provide an appropriate retention method within Outlook or similar approved system.

Typically, the content of the email message is of greater value than the email itself. In these circumstances, the best practice is to:

- Save the email content into an electronic project file or business system.
- Copy the content to OneNote or similar note tracking system.
- Export a PDF of the message and store in a project folder in the County's electronic file system.

Authorized Users are encouraged to seek guidance from the IT Department and County Counsel in either case to ensure that both messages and information are retained properly and only when necessary.

8. RETENTION OF OTHER ELECTRONIC COMMUNICATIONS (E.G. TEXTS, TEAMS CHAT OR TEAMS CHANNELS)

A. Text Messages. Text messages should generally not be used for business purposes. However, text messages may occasionally be appropriate for simple correspondence such as setting a meeting time or arranging a meeting location. Text messages are transitory in nature and are not maintained in the ordinary course of business. Text messages may be deleted by the user at any time.

B. Chat and Channels. Teams chat, Teams channels and similar types of Electronic Communication differ from a text message in that they can include files, a folder structure, images, and other business-related documentation. A Teams chat or channel is typically associated with a project or initiative of limited duration and is a means to coordinate around that initiative. Substantive materials related to the project or initiative are maintained outside of the chat or channel. Teams channels (and similar) shall be maintained by the County for two years, and then shall be automatically deleted unless directed otherwise by the operator/user of the channel. Teams chats shall be maintained by the County for sixty (60) days and then shall be automatically deleted by the County.

8.9. DISCLOSURE OF EMAIL OR OTHER ELECTRONIC COMMUNICATIONS MAINTAINED BY THE COUNTY ELECTRONIC COMMUNICATION

Periodically, the County receives requests for inspection or production of documents pursuant to the Public Records Act, as well as subpoenas or court orders for documents.

In the event such a request or demand includes emails or other electronic communications which are maintained by the County (e.g., Teams

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channels)~~electronic messages~~, the IT Department will work with the County Counsel's office to temporarily preserve any messages related to the request or review the Authorized User's mailboxes and accounts included as part of the request, in order to produce, by any reasonable means available, the appropriate data.

In these circumstances, the IT staff will access an Authorized User's mailbox or computer and copy appropriate messages or channels to a secondary location, which will be reviewed by County Counsel staff before being delivered to the requestor.

9.10. PROHIBITED USES OF THE ELECTRONIC MEDIA

A. Prohibited uses of Electronic Media include, but are not limited to the following:

- i. Illegal activities under local, state, and/or federal law.
- ii. Intentional or negligent misuse.
- iii. Anything that may be construed as harassment or disparagement of others based on race, religious creed, color, age, sex, sexual orientation, gender identity, genetic characteristics, national origin, religion, marital status, medical condition, disability, military service, pregnancy, childbirth and related medical conditions, and/or any other classification protected by federal, state, and local laws and ordinances, or perception that an individual has one of these characteristics. This includes, but is not limited to, slurs, obscene messages, sexually explicit images and/or cartoons, etc.;
- iv. Except as a part of an authorized user's regular County duties, knowingly displaying, transmitting, or downloading sexually explicit or pornographic images, messages, or cartoons.
- v. Transmitting messages which are threatening, obscene, lewd, or profane.
- vi. Soliciting others for commercial ventures or other non-job-related matters.
- vii. Unauthorized mass mailing to more than 25 recipients (any such distribution requires pre- authorization).
- viii. Forging electronic mail messages.
- ix. Intentionally disrupting network traffic or crashing the network and connected systems.
- x. Any other use which is deemed by the County to be inappropriate or in violation of the intended use of any electronic media.

Unauthorized use of the County's Electronic Media as outlined in this policy will be reviewed on a case-by-case basis and may be subject to disciplinary action up to and including termination.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Probation

TIME REQUIRED

SUBJECT Community Corrections Partnership
(CCP) Realignment Implementation
Plan

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A resolution of the Mono County Board of Supervisors accepting the Mono County Community Corrections Partnership (CCP) Realignment Implementation Plan Annual Report for 2023 submitted to the Board of State and Community Corrections.

RECOMMENDED ACTION:

Staff recommends that the Board adopt proposed resolution, accepting the Mono County Community Corrections Partnership (CCP) Executive Committee Realignment Report and Implementation Plan Annual Report that was submitted to the Board of State and Community Corrections for 2023.

FISCAL IMPACT:

Adoption establishes eligibility for the Community Corrections Partnership (CCP) Implementation Grant funding, which is anticipated to be \$100,000 to be received by the end of January 2024.

CONTACT NAME: Jeff Mills

PHONE/EMAIL: 7609325573 / jlmills@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Realignment Annual Plan

History

Time	Who	Approval
12/20/2023 9:11 AM	County Counsel	Yes
1/3/2024 6:03 AM	Finance	Yes
1/3/2024 2:49 PM	County Administrative Office	Yes



MAILING: P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517
BRIDGEPORT OFFICE (760) 932-5570•FAX (760) 932-5571
MAMMOTH OFFICE (760) 924-1730•FAX (760) 924-1731

probation@mono.ca.gov

Mark Magit
Presiding Judge
Superior Court

Dr. Karin Humiston
Chief Probation Officer

Date: December 19, 2023
To: Honorable Board of Supervisors
From: Karin Humiston, Chief of Probation

SUBJECT: Mono County Community Corrections Partnership Realignment Report and Implementation Plan, Annual Report 2023.

RECOMMENDATION:

Approve the Mono County Community Corrections Partnership Realignment Report and Implementation Plan Annual Report for 2023 for submission to the Board of State and Community Corrections.

DISCUSSION:

Senate Bill 74 Budget Act of 2020 contains a new requirement for counties to submit an updated Community Corrections Partnership Plan to the Board of State and Community Corrections by December 15, 2023, along with the Community Corrections Partnership Survey to be eligible to receive funding. The updated plan must be accepted by the county Board of Supervisors pursuant to Section 1230.1 of the Penal Code. The Realignment Report and Implementation Plan was presented to the Board of Supervisors at their regular meeting January 9, 2024. This resolution will evidence the acceptance of the plan by the Board.

FISCAL IMPACT:

Eligibility for the CCP Implementation Grant funding.



R24-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE MONO COUNTY COMMUNITY CORRECTIONS
PARTNERSHIP EXECUTIVE COMMITTEE'S SUBMISSION OF THE
REALIGNMENT IMPLEMENTATION PLAN ANNUAL REPORT FOR 2023**

WHEREAS, the County of Mono maintains a Community Corrections Partnership pursuant to Penal Code 1230(2); and

WHEREAS, pursuant to Penal Code 1230.1(b), the Mono County Community Corrections Partnership Executive Committee voted to approve the Realignment Report and the Implementation Plan Annual Report for 2023 on December 6, 2023; and

WHEREAS, the Community Corrections Partnership presented the Realignment Report and the Implementation Plan Annual Report for 2023 on January 9, 2024 to the Board of Supervisors; and

WHEREAS, Senate Bill 74 Budget Act of 2020, Chapter 6 Corrections and Rehabilitation 5227-105-0001 For local assistance, Board of State and Community Corrections provisions state that *Counties are eligible to receive funding if they submit an updated Community Corrections Partnership plan and a report to the Board of State and Community Corrections by December 15, 2023, that provides information about the actual implementation of the 2023-24 Community Corrections Partnership plan accepted by the County Board of Supervisors pursuant to Section 1230.1 of the Penal Code. The report shall include, but not be limited to, progress in achieving outcome measures as identified in the plan or otherwise available. Additionally, the report shall include plans for the 2023-24 allocation of funds, including future outcome measures, programs and services, and funding priorities as identified in the plan accepted by the county Board of Supervisors.*

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mono approves the Mono County Community Corrections Partnership Realignment Report

1 and Implementation Plan Annual Report for 2023 for submission to the Board of State and
2 Community Corrections.

3
4 **PASSED, APPROVED and ADOPTED** this 9th day of January 2024, by the following
5 vote, to wit:

6 **AYES:**

7 **NOES:**

8 **ABSENT:**

9 **ABSTAIN:**
10

11
12 _____
13 Rhonda Duggan, Chair
14 Mono County Board of Supervisors

15 **ATTEST:**

APPROVED AS TO FORM:

16
17 _____
18 Clerk of the Board

19 _____
20 County Counsel



MONO COUNTY

Public Safety **Realignment**

Implementation Plan Update, Fiscal Year 2023-2024



ADDENDUM

Implementation Plan Update

STRATEGIES FOR FISCAL YEAR 2023-2024

This Community Public Safety Realignment Plan update is submitted by the Mono County Community Corrections Partnership (CCP) Executive Committee, pursuant to AB 74, the California Budget Act of 2020.

One of main purposes of the Public Safety Realignment Act of 2011, was to provide rehabilitation and reentry services for system involved individuals. It aimed to reduce the likelihood of reoffending and improve public safety. Mono County Community Corrections Partnership (CCP) has embodied this mission. In collaboration with community and justice partners the CCP has actively listened to the needs of the community and system involved individuals. Mono County CCP has eloquently balanced the needs to bridge the gaps in support of all community members. The gaps identified were prioritized and made into objectives.

In the last three years since the implementation of the objectives began, many opportunities for clients to transition effortlessly back into the community have been created. The ability to generate positive outcomes has come from providing resources that address the clients' individual needs. Although many objectives have been accomplished, there are still needs and challenges that must be addressed. Mono County CCP continues to commit their efforts to find evidence-based practices and programs that align with the Public Safety Realignment Act of 2011. This report will illustrate the progress of the objectives and provide an overview of the plan to continue to achieve the remaining objectives.

OBJECTIVES

The Objectives targeted by Mono County for the 2020-2025 Five-Year Plan are as follows:

1. Establish a multidisciplinary reentry team to create an individualized plan for each individual before, during and after incarceration.
2. Create a collaborative reentry plan with services.
3. Create a transportation plan to assist individuals in getting to programs and services.
4. Establish transitional housing sites and programs.
5. Form a Community Advisory Board.
6. Determine services needing data tracking.
7. To identify variables to be measured for reporting and tracking.
8. Determine placement efficacy by tracking individual outcomes.
9. Design a qualitative and quantitative survey of probationer's and participant's experiences to measure subjective and objective satisfaction and efficacy.
10. Determine reentry population profile.
11. Establish an ongoing data committee.

UPDATED OBJECTIVES

In year three of the five-year plan, Mono County community and justice partners have collaborated to complete the objectives listed above. The following are the updates for the objectives, and outcomes for fiscal year 2023-2024. For prior updates, please refer to the Implementation Plan Update of 2022-2023 and 2021-2022.

1. Create a multidisciplinary reentry team for the purpose of preparing a case plan before and during reentry.

The CCP and the designated departments have diligently worked to complete the objectives in this goal.

- a) **Strategy 1:** Identify members of Community Services Solutions, Behavioral Health Department, Social Services Department, and Probation. All of these members have been identified, and a Multi-Disciplinary Team (MDT) was created.
- b) **Strategy 2:** Establish frequency of meetings. The MDT meets weekly to discuss cases that will require reentry services.
- c) **Strategy 3:** Identify each member's area of responsibility. Through the MDT the roles of each member were identified.
- d) **Strategy 4:** Share information across organizations. The MDT communicates through a "Reentry Team" email and through SharePoint.

2. Create a collaborative reentry plan with services.

The focus for year three in this objective was to establish an educational program for individuals in and out of custody. The challenges that present themselves in the current jail facility are the lack of space and the lack of secure internet network access. Mono County Office of Education (MCOE) identified two online education programs, Edmentum and CASAS eTest, that would be used once the construction of the new jail facility is completed. In the meantime, MCOE and the Mono County Jail are exploring the possibility of implementing the Career Choices and Changes curriculum. This curriculum would allow incarcerated individuals to discover the careers that match their passions, interests, and values. The workbook asks the individual questions and allows them to contemplate their own goals and aspirations. The goal for this curriculum is to introduce a systematic process for decision-making that empowers individuals to successfully navigate a lifetime of workplace and personal change.

3. Establish a plan for transportation of participants.

This objective continues to be challenging. Although Mono County Probation continues to have Eastern Sierra Transit Authority (ESTA) bus tickets available for individuals released from jail, that mode of transportation is not always available. Due to the harsh climate and rural nature of Mono County,

Objectives: Strategies, Outcomes and Progress

OBJECTIVES	STRATEGIES	OUTCOMES	PROGRESS
<p>1</p> <p>Create a Multidisciplinary Reentry Team for the purpose of preparing a case plan before and during reentry</p>	<ul style="list-style-type: none"> Identify Members: CSS, BH, SS, Probation - Officer Leianna Daley as Reentry Coordinator. Establish frequency of meetings: pre-trial, while participant is being established, prior to re-entry, in case of flash-incarceration. Identify each member's area of responsibility. Share information across organizations. 	<ul style="list-style-type: none"> Team members and agencies identified. Probation Officer Reentry Coordinator will be the dedicated contact person to assist probationers and inmates in completing probation terms and conditions. Team will ensure that case plan leads probationers to successfully complete probation requirements or supervision. Frequency and focus of meetings established. Team members areas of responsibility identified. Software identified for sharing of information while maintaining security of information. 	<ul style="list-style-type: none"> Behavioral Health, Community Services Solutions, Department of Social Services, Mono County Office of Education, and Jail staff are currently participating as the reentry team. Mono County Probation has also added a Behavioral Health Services Coordinator to the reentry team. The Reentry Officer, and the Behavioral Health Services Coordinator, have coordinated weekly reentry meetings and have established a system where all inmates and probationers in need of reentry services are being discussed and addressed. The Behavioral Health Services coordinator supports the reentry team in coordinating services with the jail, Community Services Solutions, Mono County Behavioral Health, NAMHS, and clients. In addition this position also assists clients in placements for residential and outpatient treatment programs. The Reentry Team meets every week for 1 hour. The Reentry and Behavioral Health Coordinator create agendas, set meeting invites via Microsoft Teams, check in with each team member for completed tasks, provide updates to each member, and keep records of cases and updates. A Sharepoint site is currently used to share information with the team about reentry clients. In addition, Mono County Probation is in the process of migrating to a new case management system. This allows protected and secure entry and storage of information by the Reentry Coordinator.
<p>2</p> <p>Create Collaborative Reentry Plan</p>	<ul style="list-style-type: none"> Determine level of assistance needed by participant to meet probation and reentry goals. Determine services required by participant during detainment and after reentry. Provide statutorily required classes by identifying agencies or businesses that can provide these classes (BH, Wild Iris). <ul style="list-style-type: none"> Identify qualified employee who can administer classes. Hire qualified employee to administer classes if necessary. Offer classes in both North and South County. Offer educational and mandatory services in the jail. <ul style="list-style-type: none"> Utilize iPads for GED prep and other school related services (e.g. high school diploma, adult education, workforce training). Allow inmates to begin statutorily mandated classes on iPads (DUI, DV, Parenting, etc ...). Establish educational courses delivered by distance learning pathways (exp. Skype). Establish face-to-face classroom opportunities and safety protocols. Research and Fund purchases of all devices and equipment required. Research and deliver secured internet access. 	<ul style="list-style-type: none"> Services required by participant identified. Provide educational opportunities that may be required by the Court. Level of assistance required by participant determined. Allows inmates to participate in evidence based programs while in custody. Assists Jail staff by providing constructive activities for detainees. Lead to higher success of detainees completing classes if already started while in custody. Provide educational opportunities that may assist detainees in gaining employment, and/or continuing education after reentry. Detainees enrolled in classes would be motivators to each other and possibly other inmates not enrolled. Identify software for education. 	<ul style="list-style-type: none"> Reentry group meetings held weekly are used to discuss cases and provide the services necessary. Services are provided from all departments in the Reentry group. These include: parenting classes, education classes, assessments, counseling, outpatient services, and providing physiological needs when released from jail. Various assessments are used to determine the level of assistance needed. The evidence based assessments include ORAS, ASAM, ASI, mental health, and psychiatric. MRT, individual counseling through NAMHS and parenting classes continue to be provided. Three Mono County Probation Officers have been trained and certified as Batterer's Intervention Facilitators to provide this mandated class to clients in person at the Probation Office and the Jail. The Behavioral Health Department is currently researching a wellness and stress management program. Currently in progress. Continued collaboration with Mono County Probation, Behavioral Health and NAMHS. The Behavioral Health Coordinator submits referrals for the classes required, and obtains progress updates on the clients, which in turn helps the jail and Probation Officers to address any setbacks, challenges, and needs of the detainees to assist with successful completion. Mono County Office of Education continues to provide adult education in the jail and at the Probation Offices. The Social Services Department is currently developing a new employment services program to begin at the jail and continue upon release from custody to assist with the individual obtaining employment in the community Detainees participating in MRT are held accountable by other members of the group and have encouraged other inmates to request enrollment in the program. The jail currently provides specified education courses to the inmates through EDOVO via iPads.
<p>3</p> <p>Establish a plan for transportation of participants</p>	<ul style="list-style-type: none"> Contact Lyft, ESTA, Town taxi companies for possible contract for transportation. MOU with Sheriff's Office and Probation for transportation. 	<ul style="list-style-type: none"> Establish MOU and/or contract for transportation of participants. 	<ul style="list-style-type: none"> Mono County Probation offers ESTA bus tokens to individuals who need assistance with travel. The Behavioral Health Coordinator assists with the purchase of transportation tickets, and also helps to coordinate transportation through MediCal, church volunteers, the sober community, family members and prosocial friends, when travel is needed for out of County Treatment.
<p>4</p> <p>Establish Transitional Housing for Participates in North, Middle, and South-County</p>	<ul style="list-style-type: none"> Search for available property for development and/or contract with existing developed housing. Collaborate with BH for probationers to use their traditional house for those individuals who meet their criteria. Research funding. Establish guidelines for use of and length of use of housing. 	<ul style="list-style-type: none"> Gives probationers, PRCS, Mandatory Supervision clients a short-term housing alternative while they reintegrate with society. Offers them a sober living facility with other sober living individuals who they can use as a support system. More structure to those probationers who need it. Transitional housing is developed. Residency rules are established. 	<ul style="list-style-type: none"> Continued collaboration with Mono County Behavioral Health's transitional housing program. Mono County Probation is currently researching the purchase of a transitional home. The Mono County Probation Behavioral Health Coordinator continues to refer probationers to Behavioral Health for eligibility in their transitional housing program. Weekly Reentry and Probation MDT group meetings continue to help provide the structure required with the transition back into the community and ongoing supervision by the assigned Probation Officer in helping to meet the probationer's needs. Continued collaboration with Mono County Behavioral Health's transitional housing program. Mono County Probation is currently researching a purchase of a transitional home. Transitional Housing residents are required to abide by all rules and requirements as outlined in Behavioral Health's transitional housing program's guidelines.

Objectives: Strategies, Outcomes and Progress

OBJECTIVES	STRATEGIES	OUTCOMES	PROGRESS
<p>Community Advisory Board</p> <p>5</p>	<ul style="list-style-type: none"> Identify members with expertise in adult education within a correctional setting, domestic violence prevention, workforce development, behavioral health issues, post-release reentry services, services for reentering persons, criminal and drug court, and law and policy related issues of the formerly incarcerated and crime survivors. <ul style="list-style-type: none"> Chamber of Commerce, business owners (Shell, DIV, Mountain), former clients, Wounded Warrior, Cerro Coso Community College. Research what this CAB will advise the Executive Committee. 	<ul style="list-style-type: none"> Educating the community, building infrastructure for gathering community input and representing the voices of the community. Advising the CCP Executive Committee on best and evidence-based practices as well as the diverse community views about criminal justice reform and justice reinvestment. Fostering the efforts of public and community-based agencies to work collaboratively, build trust while acknowledging inherent imbalances in authority. Executive Committee will be in charge of recruiting. 	<ul style="list-style-type: none"> Pending development and action. Pending development and action. Pending development and action. Pending development and action.
<p>To Provide a Case Management System (CMS) that Meets All Partner's Needs</p> <p>6</p>	<ul style="list-style-type: none"> Complete variable identification. Staff appointed for probation data planning group (PDPG). Review Case Management systems that can query and meet expectations (WIN/IOS). Announce bid. Select CMS, begin process migration, training, implementation. 	<ul style="list-style-type: none"> Variable identification to meet all needs. Established Probation Data Planning Group members. Review of each bid and capabilities. Submitted bid. Acquire a case management system through procurement. 	<ul style="list-style-type: none"> The Data sub-committee has identified several variables. The Mono County Probation Data Analyst is working with the new CMS to ensure the ability to track the variables, needs, and outcomes. Group members have been established. Mono County Probation has acquired a contract with Tyler Technologies and are in the process of configuration and migration. This new CMS will be successful in providing the capabilities and data analysis required to meet all objectives. Tyler Technologies with go live in March of 2023. Contracted with Tyler Technologies. In Contract with Tyler Supervision. The new CMS will go live in March of 2023.
<p>To Determine Services Needing Data Tracking</p> <p>7</p>	<ul style="list-style-type: none"> Each department identifies evidence-based services. Identify each variable. 	<ul style="list-style-type: none"> Ensure relevant variables are identified and all groups and departments collaboratively agree. 	<ul style="list-style-type: none"> The Data Subcommittee has identified several data points, and Mono County Probation has created a Data Analyst Position, who will ensure the variables and data points identified are able to be tracked in the new CMS.
<p>To Identify Variables for Placement Efficacy</p> <p>8</p>	<ul style="list-style-type: none"> Identify placements used or will potentially use. Identify placements by service or diagnostic focus. Identify variables to be followed (e.g., time placed, entry from drug court, etc.). Identify Placement Team. 	<ul style="list-style-type: none"> A list of placements as well as those under contract. A list of placements by diagnosis. A list identifying all variables in EBP services as well as those collaboratively identified. Placement Team/Adult Multidisciplinary Team. To design a system to inform outcomes of placements. 	<ul style="list-style-type: none"> The Behavioral Health Coordinator continues to update and develop a list of placements that address clients needs. Behavioral Health has acquired contracts with two residential treatment programs. Probation refers clients to these programs for help with substance and mental health issues. The Behavioral Health Coordinator is currently in the process of creating this list. Pending development. MDT - Team has been identified and has been meeting weekly. Mono County Probation has contracted with a new CMS which will go live in March of 2023. This CMS will be able to track the outcomes of placements.
<p>To Design a Qualitative and Quantitative Assessment of the Probationer's Experience</p> <p>9</p>	<ul style="list-style-type: none"> Create an exit survey. Create a viable, repeatable method to acquire information. Design procedure to ensure consistency of application. Training to be conducted on survey procedure. 	<ul style="list-style-type: none"> Design a qualitative and quantitative survey of probationer's experience. Design and implement training for administering surveys. Completed procedure. Ensure data acquired is compatible with new CMS system. 	<ul style="list-style-type: none"> Mono County Probation is in the process of creating an exit interview tool that will be given to clients. It will be completed in the year 2023 Once created, a procedure to administer the tool will be provided and training will follow. Pending development. Mono County Probation's Data Analyst is currently working with the new CMS to ensure acquired data will be compatible.
<p>To Determine Reentry Population Profile</p> <p>10</p>	<ul style="list-style-type: none"> To determine variables needed of reentry offenders To determine office of responsibilities to enter data and time required Establish MOU if necessary Identify a system to enter reentry information 	<ul style="list-style-type: none"> Variables identified Roles, responsibilities and actions are identified in MOU Variables are entered in compliance with the MOU or other agreement A system is in place that allows for a profile be developed for those involved with reentry 	<ul style="list-style-type: none"> The Data committee has identified important data points to be tracked with the new CMS. Per the reentry/MDT group an MOU was not mandatory so long as the individual signed a release of information for the different agencies to communicate and discuss their case to provide the best services possible. Pending the implementation of the new CMS. Pending the implementation of the new CMS.
<p>Establish a Data Committee</p> <p>11</p>	<ul style="list-style-type: none"> Identify committee members that leads data use, systemic needs, and policy discussions specific to reentry – Probation Data Planning Group. Procedure to be developed for acquisition and entry of data. Any necessary intergovernmental agreements or MOU. 	<ul style="list-style-type: none"> Committee members identified. Procedure and Areas of responsibilities prepared collaboratively. Memos of Understanding or other Agreements in place. A committee is identified that oversees data and usage. 	<ul style="list-style-type: none"> Members Identified Procedure and areas of responsibilities are pending the implementation of the new CMS. Mono County Probation has an MOU with Tyler Technologies for the new CMS. A data committee has been established, and Mono County Probation has created a Data Analyst position to oversee data and upon implementation of the new CMS.

ESTA on occasion does not provide transportation to the unincorporated cities in Mono County. However, the CCP continues to explore alternative options to ensure that clients can access the services they need throughout the County.

4. Establish transitional housing for participants in North, Middle, and South County.

In year three, Mono County Probation will begin the construction of a transitional home in Bridgeport, CA. This transitional house will be a two-bedroom home located within the Probation office property line. It will house two individuals at a time and provide a large space for programming and services to be held. Currently, Probation has contracted with Triad Holmes Engineering, a land surveying company to provide a photogrammetric map and underwater topography to outline seasonal water streams and elevation for finding corner markers. Once the survey is complete then the engineering company will provide a map to begin construction on the transitional home.

5. Community Advisory Board

The CCP has not established a Community Advisory Board. This goal will continue to be explored.

6. To provide a case management system that meets all partners' needs.

Probation established a new position, the Probation Data Analyst. The Analyst executed the contract with Tyler Technologies. They ensured that the case management system went live on May 15, 2023. The analyst oversaw the migration, training, and implementation of the new case management system and ensured it was completed successfully. The Data Analyst created a survey to identify variables from each department and used the feedback to direct them to track essential data points relevant to the CCP. Tyler Technologies has the capability to compile reports necessary to understand the needs and outcomes.

7. To determine services needing data tracking.

The Data Subcommittee has identified several data points that can be tracked in the new case management system. The variables identified include: number of detainees in reentry by month, number of detainees released on pretrial supervision, number of assessments performed by type of assessment (mental health assessment, psychological, and substance abuse), number of Risk/Needs assessments completed, number of reentry services received while detained (Counseling, Education, Life Skills etc.), number of days in custody (received from jail), number of transitional housing, day is transitional housing, number of probationers receiving or in need of short term housing assistance, number of probationers receiving sober living services, days in sober living, evidence based program tracking - number of programs, participants, and successful or unsuccessful completion, and placement efficacy variables. The Probation Data Analyst will provide the CCP Executive Committee with a yearly data report.

In year two, the CCP committed to monitoring the pre-trial services program due to pre-trial supervision population increase. The pre-trial population has increased in size and clients in this specific population have shown to require unique services. The pre-trial casework has placed a demand for electronic monitoring and early implementation of

preventative interventions and counseling services.

8. To identify variables for placement efficacy.

In year three, the MDT continues to collaborate and coordinate to provide the best placement for individuals who need inpatient rehabilitation services. The new case management system allows for the entry and tracking of these placements. An Addiction Severity Index (ASI) is administered by the Mono County Behavioral Health Department, which helps identify the level of need for treatment. If needed, a mental health assessment is also administered by the contracted agency North American Mental Health Services, to determine any dual diagnosis needs. The client is placed based on the variables for efficacy related to the level of need as identified in the assessments, length of treatment, sex (male, female, transgender), age, health, family dynamics (children/pregnant) primary language, cultural beliefs/practices, religion, and financial barriers.

9. To design a qualitative and quantitative assessment of probationer's experience.

Mono County Probation will be using the Dual Relationship Inventory - Short Form (DRI-SF) Measure which is a nine-item satisfaction survey. This survey was created and validated by the University of California Berkely. The survey looks at caring, fairness, trust, and toughness with measuring relationship quality for better client outcomes. The new case management system will track activity related to the relationship quality, services provided, and use of Motivational Interviewing. The data analyst will present this information to the CCP Executive Committee yearly.

10. To determine reentry population profile.

The new case management system allows for the Reentry/ Behavioral Health Coordinator to enter all the reentry clients, services provided, and progress. Once all the information is recorded the case management system can gather all the data points identified for this population.

11. Establish a data committee.

The new case management system has been implemented and the Data Analyst is able to run reports based on the identified data points. These data reports are then presented to the CCP Executive Committee which will inform them on the areas that need improvement.

BUDGET

Fiscal year 2023-2024 budget was recommended by the CCP Executive Committee and approved by the Mono County Board of Supervisors, to continue to provide the services implemented and to accomplish the goals outlined in the five-year plan. Below is the list of objectives and outcomes that were supported by the allocation of funding in the budget year.

1. Objective 1: Create a multidisciplinary reentry team for the purpose of preparing a case plan before and during reentry.

- a) Salary and wages for the reentry team were budgeted for this fiscal year - \$504,771.
- b) The budget covers the costs of the Community Services Solutions (CSS) program services, which is a collaborative partner of the reentry multidisciplinary team. CSS is the entity that bridges communication and services with the inmates that are housed at the Mono County Jail - \$43,200.

2. Objective 2: Create collaborative reentry plan.

- a) Individuals that need behavioral health services and substance abuse services are referred to Mono County Behavioral Health or to North American Mental Health Services. The allocated budget for these services is - \$150,000.
- b) The reentry team have identified the need for translation services for clients whose primary language is Spanish. Most of the service providers are English speaking; therefore, the need for translation services was necessary. The allocated budget for this service is - \$7,500.
- c) The Court may place defendants on electronic monitoring pending placement. The CCP Executive Committee approved a budget for electronic monitoring services - \$15,000.
- d) To better serve incarcerated individuals while in the custody of the Mono County Jail, a need for medical, dental, and laboratory services were identified. CCP approved a budget - \$40,000.
- e) The CCP Executive Committee approved a budget to help the Mono County Sheriff's Office complete the construction of the new county jail. The CCP Executive Committee was in support for this allocation because the new county jail will allow space for educational programs, behavioral and cognitive programs, and an array of services that will help the incarcerated population and the reentry population. The budget approved - \$100,000.

CONCLUSION

Mono County Community Corrections Partnership and community partners have made great progress in this Five-Year Plan. The objectives identified have mostly been completed and those objectives remaining have plans in place or are in the process of being finalized. In year four, the initial steps of the construction of the transitional house will begin. Continued efforts to fulfill the need for transportation will be explored, identified, and implemented. Since the new case management system was realized, the data committee and Data Analyst will be able to track the identified variables which will inform the CCP of areas of need. Probation will create a policy and procedure to implement the satisfaction survey. The results of the satisfaction survey will give Probation the tools to put into practice evidence-based programs and services to better serve the clients.

Mono County Community Corrections Partnership has listened to the community and learned from the past. Fulfilling each objective creates a sense of accomplishment and change. The mission of the Community Corrections Partnership was not only to follow the mandates of Assembly Bill 109, but it was to instill hope for the clients we help while balancing the need to protect the community.

Mono County CCP-AB109 F/Y 2020/21 Adopted Budget

DEPARTMENT	USE/PROJECT	AMOUNT
Behavioral Health	Alcohol & Drug Program	\$25,000.00
Probation	DPO Salaries & Benefits	\$271,000.00
Probation	Electronic Monitoring	\$7,500.00
Sheriff's Office	PSO Salaries & Benefits	\$173,720.00
Sheriff's Office	Re-entry Coordinator	\$36,000.00
Sheriff's Office	In Custody Medical	\$40,000.00
Probation	Re-entry Case Management System	\$30,000.00
Sheriff's Office	In Custody Online Education Services	\$18,250.00
Probation	Transportation Services	\$5,000.00
Probation	Short-term Housing	\$8,000.00
Probation	Realignment Report Production Costs	\$3,900.00
TOTAL		\$618,370.00

Mono County CCP-AB109 F/Y 2021/22 Adopted Budget

DEPARTMENT	USE/PROJECT	AMOUNT
Behavioral Health	Alcohol & Drug Program	\$25,000.00
Probation	DPO Salaries & Benefits	\$284,550.00
Probation	Electronic Monitoring	\$10,000.00
Sheriff's Office	PSO Salaries & Benefits	\$182,406.00
Sheriff's Office	Re-entry Coordinator	\$43,200.00
Sheriff's Office	In Custody Medical	\$40,000.00
Probation	Re-entry Mental Health Treatment Program	\$100,000.00
TOTAL		\$685,156.00

Mono County CCP-AB109 F/Y 2022/23 Adopted Budget

DEPARTMENT	USE/PROJECT	AMOUNT
Behavioral Health	Alcohol & Drug Program	\$25,000.00
Probation	DPO Salaries & Benefits	\$296,051.00
Probation	Electronic Monitoring	\$15,000.00
Sheriff's Office	PSO Salaries & Benefits	\$189,173.00
Sheriff's Office	Re-entry Coordinator	\$43,200.00
Sheriff's Office	In Custody Medical	\$40,000.00
Probation	Re-entry Mental Health Treatment Program	\$125,000.00
TOTAL		\$733,424.00



Public Safety Realignment Report
MONO COUNTY, CALIFORNIA
Report Design: SharpEndDesigns.com



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Public Works - Roads

TIME REQUIRED

SUBJECT New Water Truck Purchase

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

To purchase a new water truck to replace the old water truck. This was included in the approved Capital Asset Schedule for FY 23-24.

RECOMMENDED ACTION:

Approve the purchase of a new water truck and authorize Public Works Director to sign, Sales Order for purchase of a water truck on behalf of the County in an amount not to exceed \$180,000.

FISCAL IMPACT:

The Approved Capital Asset Budget included \$262,928 for a water truck purchase. The water truck price is \$165,990, with a maximum of \$180,000 including a contingency.

CONTACT NAME: Steve Reeves

PHONE/EMAIL: 760 920 7768 / sreeves@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Water Truck Staff
<input type="checkbox"/> Sales Order
<input type="checkbox"/> Spec Sheet
<input type="checkbox"/> Capital Asset

History

Time	Who	Approval
12/26/2023 9:58 AM	County Counsel	Yes
1/2/2024 10:21 AM	Finance	Yes
1/2/2024 11:52 PM	County Administrative Office	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

Date: January 9, 2023
To: Honorable Chair and Members of the Board of Supervisors
From: Steve Reeves, Public Works Road Superintendent
Subject: Purchase of New Water Truck to Replace Old Water Truck.

Background:

The current water truck stationed in Dist.2 (Benton) was to be replaced in fiscal year 20/21 with a new water truck. It was not. The old water truck #0115 was retired and sent to auction. It was replaced by the retired water truck from the Benton Crossing Landfill. It is a 1998 Chevy C-8500 Water Truck #2677. The odometer is currently stuck at 83581 miles, and the truck is not CARB compliant. The truck's pump system is deteriorating and in need of some repairs. It will not climb steep grades with a load of water. The tank is rusting on the inside and the engine is worn out. The truck itself has multiple oil leaks. The truck is always in need of major repairs. This truck is stationed in district 2, Benton. We need to replace this water truck with a dedicated water truck.

Discussion:

Valew Quality Truck Bodies is the manufacturer of our current lube / service trucks. They are in Adelanto, CA. therefore can supply a tier 4 final CARB compliant vehicle. Valew is currently building a lube / service truck for Mono County. The water truck and the service truck could possibly be ready to pick up at the same time (expected to be complete in March or April). Valew Quality Truck Bodies has submitted a complete specification sheet. (Attachment B)

This purchase was included in the budget approved by the board in September for \$262,928 (Attachment C). The expected cost of this water truck will cost \$165,990, including tax (Attachment A). Due to changes that often occur, we are including a contingency for an amount up to \$180,000.

If you have any questions regarding this item, please contact me at (760) 932-5449. Or sreeves@mono.ca.gov

Respectfully submitted,

Steve Reeves

Steve Reeves
Public Works Road Superintendent

Attachments: Attachment A – Valew Sales Order.
Attachment B – Water Truck specifications
Attachment C – Approved Budget

Sales Order

Valew Quality Truck Bodies

Mailing Address

PO Box 310
Adelanto, CA 92301

Overnight Address

12522 Violet Rd
Adelanto, Ca 92301



S.O. No. _____

Quote # _____

Date _____

Toll Free: 844-208-2539

Full Name/ Address

Ship to

P.O. No.	Terms	Rep	Class	Ship Via	FOB

Quantity	Item	Description	Rate	Amount

Subtotal

Buyer agrees to Terms and Conditions set forth by Seller including "General Terms and Conditions of Sale". Buyer also acknowledges receipt and acceptance of the documentation attached labelled " Addendum A", "Addendum B" and "Addendum C".

Buyer Signed _____

*buyer must sign full legal name in order to complete order.

GENERAL TERMS AND CONDITIONS OF SALE

The buyer ("**Buyer**") acknowledges and agrees (i) that the General Terms and Conditions of Sale ("**Terms**") set forth below represent the Terms upon which Hayes Welding, Inc., dba Valew Welding & Fabrication, or 1954 Manufacturing, Inc. ("**Company**" or sometimes "**Seller**") agrees to sell the truck bodies which it manufactures and sells (hereinafter referred to as "**Truck Bodies**"), and (ii) that the Terms shall be deemed incorporated into all of Valew's Quotes & Sales Orders ("**Sales Orders**"), Invoices ("**Invoices**"), and Bills of Lading ("**BoL**"). The Sales Order, Invoice and BoL shall be sometimes collectively referred to herein as the "**Sales Documents**." The Sales Documents supersede and completely replace all Buyer Purchase Orders or offers to purchase.

1. Manufacture and Purchase of Products. The Truck Bodies that Valew manufactures are to be installed in and on a cab and chassis ("**Truck**") manufactured by commercial truck manufacturers (singularly "**Truck Manufacturer**") and sold either to Buyer through an authorized dealer ("**Dealer**"), or sold to Valew, a used truck dealer, who will then add the selected Truck Body and sell the completed Product (defined below) to Buyer. Buyer acknowledges and accepts that the sales process involving a truck purchased by Seller and then resold to Buyer, may be considered the sale of a used motor vehicle by the State of California. Sales Orders may include additional work to be done by outside vendors, identified on the Sales Orders. Buyer understands that by entering into a Sales Order with Valew it is offering to purchase a Truck from a prearranged Dealer or from Valew, as the case may be, and a Truck Body from Valew, to be installed after delivery of the Truck to Valew. Additionally, in the event that Buyer's Sales Order includes modifications to the Truck ("**Modifications**") to be made by an outside vendor ("**Vendor**"), such work shall be completed before the Truck is delivered to Valew for manufacture and installation of the Truck Body. The Truck, Modifications and Truck Body shall be sometimes collectively referred to herein as the "**Product**." Buyer acknowledges that it must sign a written Sales Order on Valew's Sales Order form and that such Sales Orders shall constitute an offer from Buyer to purchase the specified Truck from Dealer, any modification work from Vendor and the Truck Body from Valew upon the terms set forth in the Sales Order and including the Terms. Add to Bill of Lading

2. Acceptance. Valew shall be deemed to have accepted a Buyer signed Sales Order upon the earlier to occur of the following: (a) the execution of the signed Sales Order by Valew and the return of a copy of the executed Sales Order to Buyer; (b) commencement of work on the Products, materials and/or services to be purchased, including the placing of an order for a Truck by Valew from a Dealer; (c) failure to raise any issues by Valew with the Sales Order within 72 hours of Valew's receipt of the Sales Order. **VALEW'S ACCEPTANCE IS LIMITED TO ACCEPTANCE OF THE EXPRESS TERMS OF THE SALES ORDER AND DOES NOT INCLUDE ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER OR ANY ATTEMPT BY BUYER TO VARY THE TERMS HEREOF.**

3. Seller Changes. The Product shall be manufactured to the agreed upon specifications, subject to Model and mid-year changes by the Truck Manufacturer, and subject to design changes and updates implemented by Seller, which shall be deemed in conformance with the specifications. Seller reserves the absolute right to substitute parts and components at its discretion, provided they do not affect the overall functionality of the Product.

4. Buyer Changes. Buyer may, at any time prior to delivery, request changes to the specifications for the Products and delivery thereof. Such changes must be requested in a written amendment to the Sales Order, which shall identify the changes to be made. If Seller accepts such changes, it shall designate on an Amended Sales Order any increases or decreases in the cost or estimated time required for performance, and Buyer shall sign the amended Sales Order agreeing to the new pricing and terms. Any revisions to a Sales Order, price or otherwise, must be in writing and signed by both parties.

5. Prices; Taxes. Prices and terms of payment are set forth in the Sales Order or Invoice (the "**Prices**"). All Prices are estimates based on Seller's known or anticipated costs. Prices are subject to any terms, interest, service charges and the like enumerated on the Sales Order and Invoice. All charges by the Truck Manufacturer and Vendor pass through to Buyer and are the responsibility of Buyer, including flooring changes resulting from Buyer's delay in accepting delivery after being notified of the completion of the Product or Products. Taxes, excises, and other charges, including any increases or new levies, relating to the sale, purchase, delivery, storage, manufacturing, use, consumption or otherwise, of the Products, for which Valew is liable, shall be paid by Buyer in addition to the Prices set forth in the Sales Order. This sale shall not be complete until delivery and all Prices are subject to change prior to delivery as set forth below. Prices on orders the delivery of which is delayed at the request of Buyer are subject to change without notice; and in such cases, Products will be shipped and invoiced at prices in effect at the time of the shipments.

6. Refunds, Deposit and Liquidated Damages. Buyer acknowledges that upon acceptance of Buyer's offer contained in a Buyer signed Sales Order, that Seller will undertake to acquire and manufacture the Products in accordance with the Sales Order and that in the event that Buyer fails to accept the Products (other than for nonconformance to the Products specifications) or fails to take delivery of the Products when completed, cancels the Sales Order or otherwise breaches its obligations under the Sales Order (collectively "**Buyer's Failure**"), that Seller may suffer significant damages and out of pocket expenses. Buyer shall be responsible for all of Seller's damages arising from Buyer's Failure, including the amount of the reduction in the eventual selling price of the Truck compared to Buyer's agreed upon Price, if any, flooring costs and/or the out-of-pocket costs relating to custom work ("**Seller's Damages**"). Seller's lost opportunity costs and other damages relating to Buyer's Failure may be difficult to determine. In the event that Buyer has given Seller a deposit, Seller may, in its absolute discretion, offset Seller's Damages against the deposit, or retain the deposit as liquidated damages and not as a penalty or at in its sole and absolute discretion refund the balance.

7. Delivery and Delay. Prices and shipments are F.O.B. Valew's dock in Adelanto, California or Graham, Texas, as set forth in the Sales Order unless otherwise stated in the Sales Documents and expressly agreed to by Valew. Buyer is to pay freight unless the Sales Documents provide otherwise. If Valew is to pay freight, Valew shall have the right to designate the means of transportation and routing, and if Buyer requires any other means of routing, Buyer shall pay any extra cost involved. Buyer shall pay to Valew shall pay the applicable freight costs at the time of shipping. Delivery to the carrier shall constitute delivery to Buyer at which time Valew's responsibility shall cease, its title shall transfer and all risk of loss or damage in transit shall be borne by Buyer. Insurance for any shipment is the responsibility of Buyer. Any shipment or delivery date given is approximate and not a guarantee of a particular date of shipment or day of delivery. Valew shall, under no circumstances, be liable for failure to deliver on a specific date or delays in delivery regardless of the reason for the shipment or delivery delay. Claims by Buyer for damages, loss, shortage, or delay are not cause for cancellation of the contract. Valew reserves the right to make delivery in installments or to make partial shipments unless otherwise expressly stipulated in the Sales Documents. All such installments or partial shipments shall be separately invoiced and paid for when due, without regard to prior or subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries. If Buyer fails to pick up Product within 30 days of Seller sending email notice that the Product is completed and ready for delivery ("**Delivery Notice**"), Seller shall have the right, in Seller's absolute discretion and without further notice to Buyer, to either cancel the Sales Order and sell the Product to another buyer or charge Buyer for the actual flooring costs incurred by Valew on a daily rate from the date of the Delivery Notice until the date the Buyer accepts delivery.

8. Inspection. If, upon receipt of Products by Buyer, the same shall not conform to the agreement between Buyer and Valew as set forth in the Sales Order, Buyer shall notify Valew in writing within ten (10) calendar days from receipt of the Products (within five (5) calendar days if a shortage is claimed) and before any part of the Product has been changed from its original condition, and shall provide detailed information as to the nonconformity or shortage and shall hold the Products for Valew's disposition and afford Valew a reasonable opportunity (not less than 10 business days) to inspect the Products. In no event shall the Products be returned without Valew's consent. Failure to comply with the terms of this paragraph shall constitute a waiver by Buyer of all claims in respect of any nonconformity or shortage of such Products and shall be conclusive evidence that Valew has satisfactorily performed.

9. Cancellation. The Sales Order can be cancelled by Seller at any time prior to delivery for any reason. Buyer may cancel the Sales Order at any time 30 days or more prior to delivery upon giving written notice to Seller, subject to the provisions of Paragraph 6 above.

10. Warranties. Only those Warranties expressly set forth on the attached Addendum A, Valew Limited Warranty, are provided by Seller. Additionally, all warranties are subject to the terms the attached Addendum B, **Warranty Disclaimer**.

11. Additional Warnings and Disclaimers. Seller provides warning stickers and signs that are attached to the Products, as well as a QR Code located on the dashboard of each Truck that will display the warnings on a cell phone (collectively the "**Warnings**"). Buyer will be responsible for reading and preserving such Warnings and making certain that any employees, agents, contractors, and drivers that may use any of the Products or any third parties to whom the Products are transferred for any reason ("**Transferees**"), are required to read, and understand the Warnings and are provided thorough instruction on how to safely use the Products. See attached Addendum C, **Warnings and Disclaimers**.

12. Limitation on Remedies. EXCEPT AS PROVIDED IN SECTION 7 RELATING TO THE LIMITED WARRANTY, BUYER'S SOLE REMEDY FOR ANY CLAIMS RESULTING FROM A SALES ORDER OR FROM PERFORMANCE OR BREACH THEREOF OR THE NONDELIVERY OF PRODUCTS SHALL BE AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM. SELLER SHALL NOT BE LIABLE FOR CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO PERSONS OR PROPERTY, LOST PROFITS, LOSS OF PRODUCTION, OR GOODWILL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OR PENALTIES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DEFECTIVE MATERIAL OR WORKMANSHIP OR ANY DELAY, ACT, ERROR, OR OMISSION. Buyer has accepted this restriction on its rights to recover consequential damages as part of its bargain with Seller. Buyer acknowledges that the price of the products would be higher if Seller were required to be responsible for Buyer's consequential damages. Buyer must commence any action against Seller arising from a Sales Order within one year from the date the cause of action accrues. Seller's sole liability and Buyer's exclusive remedies are stated in this Section and in Section 9.

13. Buyer's Representations and Warranties. Buyer represents and warrants that prior to accepting delivery of the Product (i) Buyer has researched the licensing laws of any state in which it intends to use, lease or resell the Product and confirmed that the Product can be licensed in such state or states, (ii) Buyer shall be fully responsible for licensing the Product and takes all risks relating to licensing the Product, and (iii) Buyer understands that the Products have been manufactured in compliance with the safety laws of the State of California, including the rules and regulations of the California Department of Transportation, the California Department of Motor Vehicles, and the California Air Resources Board and accepts the Product on that basis, (iv) Buyer has researched the allowable weight limits and loads in any areas it intends to use the Products and accepts full responsibility for compliance with any weight or load requirements, (v) that Buyer understands that manufacturers of Products often derate vehicles from 33000 GVW to 26000 for various reasons and that Seller also has the right to derate a Product as well and accepts any such derating, and (vi) if Buyer has provided the Truck or intends to use, lease or sell the Product outside of the State of California, that Buyer accepts full responsibility for any risks or damages that may arise out of or be related to such out of state use or sale, and shall be responsible for all costs of transportation of the Product to and from California for any Warranty work or repair.

14. Indemnification. Buyer agrees to indemnify, defend, and hold harmless Valew, and its officers, directors, shareholders, employees, contractors, agents, and representatives (collectively, "**Indemnitee**"), against all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including interest, penalties, attorney fees, accounting fees, and expert witness fees) incurred by Indemnitee ("**Losses**"), known or unknown, contingent or otherwise, directly or indirectly arising from or related to (i) the use or operation of the Product by anyone for any reason; (ii) any **ON ROAD** use of the water trucks, (iii) failure to determine and adhere to safe load and capacity limitations for the Products, (iv) the modification or removal of any Warning placards or QR Codes provided with the Product or failure to provide the Warnings to its employees, agents, contractors, drivers or Transferees, of the dangers inherent in the use of the Product; (v) the breach of any items referenced in the **Warnings and Disclaimers**, Addendum (Addendum C) attached hereto, (v) any Losses that arise as a result of Seller being required to appear in any other state our country, with relation to a Product or Truck that was purchased by Buyer and (vi) any of any of the terms and conditions or the Representations or Warranties provided by Buyer herein.

15. Non solicitation. During any time that Buyer is purchasing Products from Seller and for a period of one year after the date of the last purchase, Buyer shall not, and shall cause Buyer's affiliates and representatives to not, directly or indirectly, (i) induce or attempt to induce any employee or independent contractor of Valew or any of its affiliates to leave the employ or services of Valew, or any of its affiliates or in any way interfere with the relationship between Valew or any of its affiliates and any employee or independent contractor thereof, (ii) hire or otherwise retain any person who was an employee or independent contractor of Valew or any of its affiliates within 365 days prior to the time such employee or independent contractor is hired or otherwise retained by Buyer or its affiliates, (iii) induce or attempt to induce any customer, supplier, licensee, licensor, franchisee or other business relation of Valew or any of its affiliates to cease doing business with Valew or any of its affiliates, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation and Valew or any of its affiliates or (iv) directly or indirectly acquire or attempt to acquire an interest in any competing business.

Buyer Initials :

GENERAL TERMS AND CONDITIONS OF SALE CONT.

16. Remedies -Waivers. The rights, powers, privileges, and remedies of Seller herein reserved shall be cumulative and in addition to any other or further rights, powers, privileges, and remedies provided in law or equity. A waiver by Seller of any right under this contract shall not affect any rights subsequently arising under the same or similar provisions hereof, nor shall it operate as a waiver of the provision or condition under which such rights arise.

17. Notices and Communication. Buyer consents to and acknowledges that all notices that may be required by this Agreement as well as any communication between Buyer and Seller relating to any or all of the Sales Documents or the Product shall be sent to the respective parties via email at the email addresses provided or used at the initiation of the Quote or Sales Order. The place of notice may be modified by appropriate registered or certified mailing to the parties.

18. Governing Law/Dispute Resolution. This Sales Order shall be governed and interpreted by the laws of the State of California. Venue and jurisdiction for any action based on this Sales Order, shall rest exclusively in San Bernardino, California. Any dispute, controversy or claim arising out of this Order, or the breach thereof, that cannot be settled through negotiation shall be settled by arbitration in the county where Seller's corporate headquarters is located, administered by the AAA under its Commercial Arbitration Rules. Judgment on the award by the arbitrator may be entered in any court having jurisdiction thereof. If a party requires interim relief, this arbitration provision shall not apply to the extent a party needs to seek such interim relief from the appropriate court under this provision. If any action at law or in equity, through arbitration or otherwise, is necessary to enforce the terms of this Order, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses, in addition to any other relief to which such prevailing party may be entitled.

19. Entire Contract. Seller's agreement to furnish the Products is expressly conditioned on Buyer's assent to these Terms and Conditions of Sale. These Terms and Conditions include any Addendum that are attached hereto. Assent to these Terms and Conditions of Sale by Buyer shall be indicated, inferred, and deemed to have been made unless Buyer shall notify Seller in writing to the contrary promptly after the receipt of this document. In the absence of such notification, these Terms and Conditions of Sale shall be (unless otherwise specifically agreed to in writing by an officer of the Seller) the sole terms and conditions governing any purchase and sales contract entered between Seller and Buyer. Any of the terms and conditions of Buyer's order which are inconsistent with the terms and conditions hereof shall not be binding on Seller and shall be considered applicable to the sale of shipment of the Products. No modification of, or addition to, or waiver of any of the terms and conditions hereof will be effective unless agreed to in writing by an office of Seller; and in no event shall it affect only liability of Buyer to Seller accrued prior thereto.

VALEW LIMITED WARRANTY

Valew expressly warrants and represents to Buyer, only, that the Truck Bodies shall (a) conform to the terms of the Sales Order, and (b) be free from defects in material and workmanship (the "Limited Warranty"). This Limited Warranty applies only to the original purchaser unless Seller expressly authorizes Buyer to resell the Products in the Sale Documents, in which event this warranty applies only to the first repurchase. Only products and components ("Components") directly manufactured by Valew are covered by this Limited Warranty. Components manufactured by Valew include the water tank, dump body and other styles and components fabricated and manufactured by Valew at Valew's factory in Adelanto, California ("Adelanto Facility"). Quality of the Truck Bodies shall be in accordance with Valew's specifications and Valew shall not be liable for tolerances and variations from specifications consistent with usages of the trade or normal manufacturing defects.

The Truck, Modifications and all components and parts thereof sold by but not directly manufactured by Valew as part of the finished unit are sold 'AS-IS' with NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED. Trucks and Modifications sold as part of the finished Valew unit may be warranted by Truck Manufacturer or Vendor. Vendor will pass on any such Uncovered Component's warranty to Buyer, to the extent allowed by Truck Manufacturer or Vendor.

Except for the Limited Warranty, SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SELLER DISCLAIMS ANY WARRANTY OF ANY OTHER KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. See attached Warranty Disclaimer Addendum which is incorporated herein.

Information in Seller's catalog, on Seller's website or any other document is given after the exercise of due care in its compilation, preparation, and issuance; however, SELLER DISCLAIMS ANY LIABILITY RESULTING FROM THAT INFORMATION, except for the obligation under the Limited Warranty provided above to replace the product or, at Seller's option, to refund the purchase price to Buyer. BUYER AND SELLER AGREE THAT THE SOLE AND EXCLUSIVE REMEDY FOR NONCONFORMING PRODUCTS IS, AT SELLER'S OPTION, REPLACEMENT, REPAIR OR REFUND OF THE PURCHASE PRICE TO BUYER. The parties acknowledge that the price of Seller's Products would be much greater if Seller undertook more extensive liability. Valew will repair or replace, at its sole option, only those Components directly manufactured by Valew (i) for a period of six (6) months from the date of purchase or 12,000 miles, whichever comes first for "ON ROAD" vehicles, or (ii) for a period of four (4) months from the date of purchase or 6,000 miles, whichever comes first for "OFF ROAD" vehicles. Buyer acknowledges that all replacements and repairs are performed at Valew's Adelanto Facility and that Valew does not have warranty facilities at any other location. Buyer is solely responsible for all direct and indirect costs and expenses of transportation of the Products to and from the Adelanto Facility for warranty repair or replacement. The "date of purchase" shall be deemed to be the date of.

WARRANTY DISCLAIMER

Trucks, parts installed during Modifications and all component parts, such as valves, pumps or other items installed by Valew, that are not directly manufactured by Valew (collectively "Non-covered Components"), are not covered by the Valew Limited Warranty. In the event an original manufacturer's warranty exists, and Buyer requests Valew's help, Valew will make a reasonable effort to assist Buyer in obtaining the original manufacturer's warranty. Valew has no obligation to replace or repair any Non-covered Components. Valew's Limited Warranty does not cover damage caused by (1) loss or damage in transit, (2) unreasonable use, (3) Buyer's negligence, (4) accident, or acts of God, (5) installation or maintenance of parts or components by anyone other than Seller, (6) low fluid level or the use of a fluid other than those recommended by Seller, (7) the installation of any part that is not equal to the original in quality of materials or workmanship, (8) any installed part or accessory that fails because it was not designed or manufactured to fit the vehicle purchased by Buyer or (9) modification of the Truck Body or Products. Seller's limited warranty does not apply to any Truck that has ever been declared a total loss or salvage, or any Truck with an odometer that has been altered. Other items not covered by the Valew Limited Warranty include: (1) cleaning and polishing of the vehicle, (2) addition of fluids, unless they are needed as part of a warranty repair, (3) air conditioner refrigerant charge, unless required as part of a warranty repair. (4) broken, chipped or scratched window glass, (5) any item concerning the vehicle's general appearance or (6) replacement of expendable items, such as spark plugs, filters, gaskets, and belts.

THIS LIMITED WARRANTY DOES NOT COVER AND EXPRESSLY EXCLUDES ANY LIABILITY OF SELLER FOR ANY INTERRUPTION OF SERVICE, LOST TIME, LOST BUSINESS OR ANTICIPATED PROFIT, INCONVENIENCE, LOSS OF PAY, LODGING CAR OR EQUIPMENT RENTAL, TRAVEL COSTS OR ANY OTHER CONSEQUENTIAL DAMAGES INCURRED BY BUYER OR BY ANY OTHER PERSON.

WARNINGS AND DISCLAIMERS

Buyer understands that Seller manufactures construction grade units. Unless otherwise noted, Seller's water systems are for Off-Road use only and not to be used for transportation of water on any highway. Buyer shall be responsible for notifying all its employees, agents, contractors, and drivers, as well as any third parties to whom the Product or Truck is transferred, that the Truck is only allowed to be used Off-Road and is not to be driven on a highway. USE OF A TRUCK DESIGNED FOR OFF-ROAD USE IS EXTREMELY DANGEROUS, COULD TIP OVER ON CURVES AND MAY RESULT IN SERIOUS INJURY OR DEATH. BUYER ASSUMES ALL LIABILITY AND RISK FOR THE ON ROAD USE OF A TRUCK. Seller assumes no responsibility or liability for the failure of any unit to meet with standards required by any state, federal or local regulatory agency, including OSHA or similar state or local agencies. Buyer shall be solely responsible for determining whether the unit is suitable for the purpose for which Buyer intends to use it and for obtaining any approvals, permits or authorizations for use of the unit by any state, federal or local regulatory agencies or by any customer of Buyer. Buyer agrees that Seller shall not be liable if approval, permit or authorization for use of the unit for any reason is refused, limited, or denied by any state, federal or local government agencies or by any customer of Buyer.

THE UNITS SOLD BY SELLER ARE MANUFACTURED FOR CONSTRUCTION USE ONLY AND NOT FOR THE STORAGE OR TRANSPORTATION OF POTABLE DRINKING WATER. It is understood by Buyer that Seller does not make any representation that the unit sold, is suitable for storage or transportation of potable water. Buyer understands that if the unit's intended application is for the transportation or storage of potable water, federal, state, or local regulations or statutes may apply. Buyer assumes all risk and responsibility for obtaining any approvals, permits or authorizations for use of the unit by any state, federal or local governmental agencies or by any customer of Buyer. Buyer agrees that Seller shall not be liable if approval, permit or authorization for use of the unit to transport or store potable water is refused or denied by any state, federal or local governmental agencies or by any customer of Buyer.

Buyer acknowledges and agrees that Valew has provided only approximate gallon capacities, loading capabilities or gauges of material used and agrees that Seller will have no liability for deviations or discrepancies in capacities listed or loading capabilities of the Trucks and components thereof that are manufactured by companies, persons, or entities other than Seller. Buyer understands that Seller reserves the right at any time to change capacities, load limits, gauges of or type of material or to substitute components without notice to Buyer. Buyer acknowledges that estimated dump truck load capacities are by weight and not by volume and that Buyer will be solely liable for determining both the safe and the legal load in the unit and for complying with any statutes or regulations pertaining to the load to be carried. Seller does not warrant Internal coatings, whether or not the coating was requested or specified by Buyer.

Please Sign/Print Full Name.

Please Sign/Print Full Name.

Seller
Valew Quality Truck Bodies

Buyer
Company :

Full Name : Title :

Full Name : Title :

Signed : Date :

Signed : Date :



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Please reach out to our dedicated Account Manager

Luis Rodriguez

Business Development Manager
Office: 909-291-6461
Mobile: 909-942-9270
lrodriguez@crlease.com

9385 Haven Avenue
Rancho Cucamonga, Ca 91730



**Please contact me for credit app
upon completion of truck**

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Finance owner-occupied real estate to a 25-year term. Obtain new equipment, refinance existing debt, or finance a business acquisition or partner buyout to a 10-year term through our SBA program.

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GAP is an amendment to a vehicle finance contract that waives all or a portion of what is owed on the contract after a settlement is paid for a total loss of a vehicle. Ensure that you are fully covered in the event of loss or theft with semi-truck or trailer GAP or GAP+ protection.

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Take advantage of real-time analytics and centralized communication through Fleetrock's maintenance platform. Maximize ROI through a national network of service providers with negotiated pricing and preferred repair times.

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Whether buying your first truck or fiftieth trailer, we're here to help you every step of the way. Our team of experts is laser focused on one thing – *your* success.



Valew Quality Truck Bodies

New 2024 Freightliner M2 Plus with Valew 15' / 4000 Gallon Water Tank

Freightliner Specifications:

L9 Cummins w/ 300Hp with 800 ft/lb

Allison 3500 RDS Auto Transmission

18,000lb front and 40,000lb rear axles

Interlocking Differentials

Air Brakes

Aluminum 50-gallon fuel tank, small D.E.F. tank

A/C, P/S, AM/FM Radio

Air Driver and Passenger non-suspension bucket seats

White in color

Valew Water Tank Specifications:

Valew Tank Constructed from HI Tinsel Steel with Valew Steel Internal Baffle system and Welded in Accordance with ASTM Welding Practices. Tank also includes a Steel Tube Manifold System and a Steel Sub frame with Reinforced Bracing. Tank capacities can be less than advertised.

Approximately 4000-Gallon Capacity

Frame mounted centrifugal 3" x 4" pump

Hot Shift P.T.O. 126%

Independent Air controls

2 rears and 2 fronts and 1 left side sprays

(1) 1 ½ hose outlet

(1) ¾ hose bib

Push block with toolbox

Anti-siphon loading pipe

Hose kit

Legal lights and mud flaps

Valew Style Hose Reel

Suction Plumbing

New Primer and Painted White in Color

Equipped with over fill protection, for off road use only

Price \$150,900.00 plus all applicable taxes (Quotation Only)

Quote # 4Q-M2P-4K

CAPITAL ASSET SCHEDULE
FISCAL YEAR 2023-24

Department/Budget Unit	Fund	Description	New	Replace	# Units	Cost Per Unit	Total cost
EMS 100-42-855 (EMS)	100	EMS training Manikins		x	2	\$5,000	\$10,000
		Ambulance load systems		x	2	\$37,667	\$75,334
		Ambulance Gurneys		x	2	\$38,667	\$77,334
EMS 100-17-720 (Engineering)	100	Engineering Study for Peterson Tract Roads	x		1	\$10,000	\$10,000
SH 100-22-440 (Sheriff)	100	Alaska Bulkhead for patrol boat, camera/dvr - Crowley Sub and Bridgeport	x		1	\$40,000	\$40,000
SH 100-22-440 (Sheriff)	100	Aardvark tactical NDAA Interior Drone and Evidence Locker Upgrade (Bridgeport/Crowley)	x		1	\$33,600	\$33,600
SH 100-22-445 (Boating Law Enforcement)	100	New patrol boat to replace damaged and older model patrol boat		x	1	\$109,580	\$109,850
TOTAL CAPITAL GENERAL FUND							\$356,118
BH 121-41-841 (Mental Health Service Act)	121	Parcel Phase 1 (the Sawyer) 13 units of permanent supportive housing.			13	\$121,317	\$1,577,124
CA 160-10-225 (CSA 1)	160	Crowley Tennis Court		x	1	\$100,000	\$100,000
		Crowley Skate Park Shade	x		1	\$100,000	\$100,000
		Crowley Community Center Pergola	x		1	\$100,000	\$100,000
		Crowley Water Fountains	x		1	\$50,000	\$50,000
		Crowley trails	x		1	\$50,000	\$50,000
CA 163-10-227 (CSA 5)	163	Banner Structure Engineering	x		1	\$50,000	\$50,000
		Banner Structure	x		1	\$70,000	\$70,000
		Memorial Hall Flag Pole	x		1	\$20,000	\$20,000
		Misc. Projects	x		1	\$15,000	\$15,000
CA 163-10-227 (CSA 5)	163	Memorial Hall - HVAC		x	1	\$200,000	\$200,000
		Memorial Hall - Zoom / Video / Sound		x	1	\$100,000	\$100,000
		Misc projects - to be identified and approved during the year		x	1	\$35,000	\$35,000
CA 188-27-251 (Affordable Housing)	188	Housing	x		1	\$100,000	\$100,000
CD 107-27-194 (Geothermal)	107	Annual geothermal monitoring		x	1	\$200,000	\$200,000
FN 194-10-001 (Local Assistance Resource) ARPA & LATCF	194	Parking lots/sidewalks		x	1	\$250,000	\$250,000
		Medic 7		x	1	\$500,000	\$500,000
		Civic Center Gutters	x		1	\$100,000	\$100,000
		Annex 2 HVAC		x	1	\$180,000	\$180,000
		Blinds Mono Lake Room	x		1	\$10,000	\$10,000
		Software - ERP		x	1	\$100,000	\$100,000
		EMS Heart Rate Monitors		x	x	\$175,000	\$175,000
FN 655-10-305 (Copier Pool)	655	Copy machines		x	6	\$5,333	\$32,000
SS 10-51-868 (Social Services)	110	Security controls	x		1	\$6,901	\$6,901
IT 653-17-150 (Tech Refresh)	653	Network switches		x	20	\$1,500	\$30,000
		Mammoth SAN Replacement		x	1	\$55,000	\$55,000
		Server Replacements		x	6	\$5,000	\$30,000
		Security controls	x		1	\$152,715	\$152,715
		Security controls	x		1	\$30,000	\$30,000
IT CIP 191-18-001 (CIP Emergency Communications System)	191	CRIS Dispatch integrations	x		1	\$89,000	\$89,000
	191	CRIS Dispatch acquisition	x		x	\$3,145,000	\$3,145,000
PW 181-31-725 (State & Fed Construction Funds)	181	Highway Safety Improvement Projects (HSIP) guardrails striping county wide		x	1	\$1,400,000	\$1,400,000
		Slurry Seal		x	1	\$500,000	\$300,000
		Environmental for Benton Crossing Rd		x	1	\$50,000	\$50,000
		Eastside Lane		x	1	\$350,000	\$350,000
		Plan Specs Survey: Eastside/Benton/Slurry		x	3	\$100,000	\$300,000
		Benton Crossing Road		x	1	\$700,000	\$700,000
PW 615-44-755 (Solid Waste Enterprise)	615	Pumice Valley Landfill Improvements including a gatehouse, scale, and HHW canopy	x		1	\$350,000	\$350,000
PW 650-10-723 (Fleet)	650	Ambulance for EMS		x	1	\$280,000	\$280,000
		Sheriff: Patrol vehicles		x	4	\$100,000	\$400,000
		Sheriff: Admin vehicle		x	1	\$70,000	\$70,000
		Public Works: Truck		x	1	\$75,000	\$75,000
		Senior Services: Suburu	x		1	\$45,000	\$45,000
		Service Truck: Public Works		x	1	\$295,048	\$295,048
		Public Works: Water truck		x	1	\$262,928	\$262,928
		Public Works: Kodiak Snow Blower	x		5	\$291,221	\$1,456,105



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Economic Development

TIME REQUIRED

SUBJECT Contract with Desert Springs Trout Farm, LLC.

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with Desert Springs Trout Farm, LLC pertaining to fish stocking services.

RECOMMENDED ACTION:

Approve and authorize Chair to sign an updated contract with Desert Springs Trout Farm for fish stocking services for the period December 1, 2023, through November 30, 2026, and a not-to-exceed amount of \$600,000.

FISCAL IMPACT:

No new or additional fiscal impacts. The agreement shall not exceed \$120,000 in any twelve-month period and this amount was included in the fiscal year 2023-24 adopted budget for the fish enhancement fund.

CONTACT NAME: Jeff Simpson

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Contract

History

Time	Who	Approval
1/3/2024 5:24 PM	County Counsel	Yes
1/4/2024 8:56 AM	Finance	Yes

1/4/2024 12:20 PM

County Administrative Office

Yes



MONO COUNTY ECONOMIC DEVELOPMENT

P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546
(760) 924-4634 • (760) 924-1697 (Fax)

Jeff Simpson
Economic Development Director
Jsimpson@mono.ca.gov
760-924-4634

STAFF REPORT

SUBJECT: Contract with Desert Springs Trout Farm, LLC.

RECOMMENDATION: Approve an updated contract with Desert Springs Trout Farm for fish stocking services.

BACKGROUND: Summer Lake Trout Farm DBA Desert Springs Trout Farm has changed their business name to Desert Springs Trout Farm, LLC. The original agreement from 2015 was outdated and renewed in perpetuity, so with the name change we (with County Counsel guidance) took the opportunity to use the most current standard agreement with a three-year term. The terms of the agreement remain the same.

FISCAL IMPACT: No new or additional fiscal impacts. The agreement shall not exceed \$120,000 in any twelve-month period.

**AGREEMENT BETWEEN COUNTY OF MONO
AND DESERT SPRINGS TROUT FARM, LLC
FOR THE PROVISION OF TROUT STOCKING SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of trout stocking of Desert Springs Trout Farm, LLC (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 Economic Development, 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 requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

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

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

2. TERM

The term of this Agreement shall be from December 1, 2023, to November 30, 2026, 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 \$600,000, not to exceed \$120,000 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (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. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such 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. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses,

will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. 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.

10. DEFENSE AND INDEMNIFICATION

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

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

11. RECORDS AND AUDIT

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

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

12. 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.

13. TERMINATION

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

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

14. 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.

15. 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.

16. 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 22.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 22.

22. 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.

23. 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:
Mono County Economic Development Department
Jeff Simpson
PO Box 603
Mammoth Lakes, CA 93546
jsimpson@mono.ca.gov

Contractor:
Desert Springs Trout Farm, LLC.
Ethan Negus
PO Box 40

Summer Lake, OR 97640
Ethan.negus@desertspringstroutfarm.com

24. 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. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

25. ENTIRE AGREEMENT

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, 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: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND DESERT SPRINGS TROUT FARM, LLC
FOR THE PROVISION OF TROUT STOCKING SERVICES**

TERM:

FROM: DECEMBER 1, 2023 TO: NOVEMBER 30, 2026

SCOPE OF WORK:

Contractor shall supply and stock trout into water of Mono County (and Inyo County, with respect to Rock Creek Lake). The types, quantities, sizes, and delivery dates shall be specified by the County each fiscal year in which this Agreement is in effect.

Contractor will notify each marina operator forty-eight (48) hours prior to stocking. Only Department of Fish and Wildlife certified fish will be supplied by Contractor. Contractor will employ the best management practices to prevent infection and invasive species at all Desert Springs Trout Farm facilities.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND DESERT SPRINGS TROUT FARM, LLC
FOR THE PROVISION OF TROUT STOCKING SERVICES**

TERM:

FROM: DECEMBER 1, 2023 TO: NOVEMBER 30, 2026

SCHEDULE OF FEES:

Annual fee details shall be memorialized on an annual schedule (as indicated in Attachment A), which the County shall develop in consultation with Contractor. County shall provide said schedule to the Contractor at least 30 days prior to May 1st of the applicable calendar year.

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Emergency Management

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Chris Mokracek, Director of
Emergency Management

SUBJECT Appropriation Transfer Request -
CRIS Radio System

AGENDA DESCRIPTION:

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

Appropriation Transfer Request (ATR) of \$143,240 from the General Fund Contingency to increase the Emergency Communications Capital Project Fund budget by \$499,280 for the funding of expected costs over and above the \$3,000,000 COPS Grant. Per a Cost Share Agreement with the Town of Mammoth Lakes and the Mammoth Lakes Fire Protection District, the Town will pay \$272,837 and the Fire District will pay \$83,203. The County share will be \$143,240, which the transfer from GF contingency covers.

RECOMMENDED ACTION:

Approve Appropriation Transfer request in the amount of \$143,240 from the General Fund Contingency to increase capital appropriations in the Emergency Communications Capital Project fund by \$499,280 with offsetting revenue of \$356,040 from the Town of Mammoth Lakes and the Mammoth Lakes Fire Protection District (requires 4/5ths vote).

FISCAL IMPACT:

This item increases the budgeted expenditures for the CRIS Capital project fund by \$499,280. The expenditures will be offset by revenues of \$272,837 from the Town of Mammoth Lakes for their portion of the radio equipment, \$83,203 from the Mammoth Lakes Fire District for their portion of the radio equipment and \$143,240 from Board approved GF Contingency for FY 2023-24 Budget.

CONTACT NAME: Chris Mokracek

PHONE/EMAIL: 7609244633 / cmokracek@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staffreport
ATR

History

Time	Who	Approval
1/3/2024 4:46 PM	County Counsel	Yes
1/3/2024 2:35 PM	Finance	Yes
1/3/2024 10:49 PM	County Administrative Office	Yes



MONO COUNTY
OFFICE OF EMERGENCY MANAGEMENT



TO: Honorable Board of Supervisors

FROM: Chris Mokracek, Director of Emergency Management

DATE: January 9, 2024

RE: Appropriation Transfer Request – CRIS Radio System

Recommended Action:

Approve Appropriation Transfer request in the amount of \$356,039.62 from the General Fund Contingency to increase capital appropriations in the Emergency Communications Capital Project fund (requires 4/5ths vote).

Discussion:

On January 30, 2023, Mono County was awarded a \$3,000,000 COPS Technology Program Grant for the purchase of repeater site equipment and radios for use on the CRIS system operated by the California Office of Emergency Services, Public Safety Communications Division, through a cooperative service agreement with Mono County.

There was an anticipated project budget shortfall of \$499,279.08 over the \$3,000,000 grant. This has been divided through a cost-share agreement between Mono County, the Town of Mammoth Lakes, and the Mammoth Lakes Fire Protection District. The breakdown is as follows:

- Mono County - \$143,239.46
- Town of Mammoth Lakes - \$272,836.90
- Mammoth Lakes FPD - \$83,202.72

The Town and Fire District have been invoiced for the cost share amount.

Fiscal Impact:

This item increases the budgeted expenditures for the CRIS Capital project fund by \$499,280. The expenditures will be offset by revenues of \$272,836.90 from the Town of Mammoth Lakes for their portion of the radio equipment, \$83,202.72 from the Mammoth Lakes Fire District for their portion of the radio equipment and \$143,239.46 from Board approved Contingency for FY 2023-24 Budget.

**COUNTY OF MONO
APPROPRIATION TRANSFER REQUEST**

Explanation

Please address the following for the Budget adjustment requested: (Attach memo if necessary)

1 - Why was this not anticipated at time of Budget Development?

At the time of budget development only \$3M was known revenue from the COPS Grant to fund the CRIS system. There was a fund shortfall of \$499,279.08. See attached memo.

2 - Why are funds available for the budget adjustment? If total is not zero explain where funds are coming from and make a statement of current fund balance before adjustment.

\$272,836.90 will come from the Town of Mammoth Lakes for their portion of the radio equipment. \$83,202.72 will come from the Mammoth Lakes Fire District for their portion of the radio equipment. \$143,239.46 is Mono county Share that will come from Board approved Contingency from FY 2023-24 Budget of \$849,514, bringing the Contingency down to \$706,274 for the remainder of FY 20203-24.

3 - Is this a non-recurring event or should this be reflected in next years budget?

This is non-recurring as this is a capital fund account for implementation of the CRIS system.

Budget Request detail

Board Approval not required

Board Approval required

Request for Contingency

1. Department Head - Signature

Chi Mohr

2. Budget Officer - Signature

Megan Chapman

3. Finance Director - Signature

Janet Ditcher

4. CAO Office - Signature

Sandra Moberly

Item	Original Project	Current Project
Motorola Site Equipment (5 sites)	\$ 1,500,000.00	\$ 1,205,589.13
Site Combiner Equipment	\$ -	\$ 101,067.05
Subscriber Units (Radios)	\$ 2,100,000.00	\$ 2,082,622.90
Antelope Valley Site Improvements	\$ 300,000.00	\$ 110,000.00
Other Site Improvements	\$ 100,000.00	\$ -
Total	\$ 4,000,000.00	\$ 3,499,279.08
Federal Earmark		\$ 3,000,000.00
Funding Shortfall		\$ 499,279.08

Methods to cover remaining project costs

	METHC	
	Based upon # of radios needed (1001)	
Mono County & Rural Fire Districts (777 radios)	77.62%	\$ 387,552.29
Town of Mammoth Lakes (114 radios)	11.39%	\$ 56,860.95
Mammoth Lakes Fire District (100 radios)	9.99%	\$ 49,878.03

Difference		Notes
\$	294,410.87	Includes 7.75% tax but should be 7.25%? Original order
\$	(101,067.05)	Removed from Motorola Site Equipment
\$	17,377.10	
\$	190,000.00	Current Projection
\$	100,000.00	
<hr/>		
\$	500,720.92	All prices include Tax

ODS TO COVER REMAINING SPEND			
Based upon % of \$ ordered		Based Upon Money Spent on	
82.90%	\$	413,923.67	\$ 143,239.46
13.10%	\$	65,408.75	\$ 272,836.90
4.00%	\$	19,946.66	\$ 83,202.72

INDIVIDUAL OPTIONS/COSTS

PORTABLE RADIOS

Viking VP5230 - M2 w/ AES Multikey

Viking VP5230 - M2 No AES

Viking VP5230 - M2 No AES w/ Intrinsically Safe

MOBILE RADIOS

Viking VM5000 - Dash Mount / No AES

Viking VM5000 - Dash Mount w/ AES Multikey

Viking VM5000 - Remote Mount SINGLE HEAD / No AES

Viking VM5000 - Remote Mount DUAL HEAD / No AES

Viking VM5000 - Remote Mount w/ AES Multikey

UNIFICATION G5

Unication G5 Pager

No Pagers

PORTABLE ACCESSORIES

Delete Spare Battery

Delete Individual Charger

Delete RSM

DC Vehicle Charger

Six-Bank Charger

\$ 2,100.95
\$ 1,780.00
\$ 1,888.00
\$ 2,200.00
\$ 2,400.00
\$ 2,475.00
\$ 2,500.00
\$ 2,675.00
\$ 598.50
\$ -
\$ (73.00)
\$ (55.00)
\$ (94.00)
\$ 238.28
\$ 549.68

PROJECT S	
Item	Quantity Needed
Mobile Radios	449
Portable Radios	552
Unication Pagers	194
Unication Programming	
Deleted Spare Batteries	119
Deleted RSMs	200
Deleted Individual Chargers	207
DC Vehicle Chargers	173
6-Bank Chargers	33
Subtotal	
Tax	
TOTAL SPEND	

SUMMARY

Already Purchased	To Purchase	Total Spend
26	423	\$1,002,750.00
126	426	\$797,650.65
0	194	\$116,109.00
		\$4,840.00
0	119	-\$8,687.00
0	200	-\$18,800.00
0	207	-\$11,385.00
0	173	\$41,222.44
0	33	\$18,139.44
		\$1,941,839.53
		\$140,783.37
		\$2,082,622.90

VIKING - Subscriber Radio Replacement

Agency / Department	Mobile										Paralels										Pages									
	Quantity	Quantity	Need to	Price Per	Total Cost	Quantity	Quantity	Need to	Price Per	Total Cost	Type	Quantity	Quantity	Need to	Price Per	Total Cost	Quantity	Price Per	Total Cost	Type										
	Needed	Purchased	Purchased			Needed	Purchased	Purchased				Needed	Purchased	Purchased			Needed													
Armed Control	3	0	3	\$ 2,200	\$ 6,600						Viking VM5000 - Dash Mount / No AES	4	4	0	\$ 1,700	\$ -	Viking VP5200 - M2 No AES	0	\$ -	\$ -	No Pages									
Armed Attorney	2	2	0	\$ 2,475	\$ 5,300						Viking VM5000 - Remote Mount w/ AES Multitray	4	4	0	\$ 2,100	\$ -	Viking VP5200 - M2 w/ AES Multitray	0	\$ -	\$ -	No Pages									
EMS	14	12	2	\$ 2,475	\$ 39,700						Viking VM5000 - Remote Mount SINGLE HEAD / No AES	12	0	12	\$ 1,700	\$ 21,300	Viking VP5200 - M2 No AES	0	\$ -	\$ -	12	\$ 599	\$ 4,788	Unication GS Pager						
EMS	4	0	4	\$ 2,200	\$ 8,800						Viking VM5000 - Dash Mount / No AES	0	0	0	\$ 1,700	\$ -	Viking VP5200 - M2 No AES	0	\$ -	\$ -	0	\$ -	\$ -	No Pages						
Health/Bus (Gann, Mammoth, Northern Invt)	3	0	3	\$ 2,200	\$ 6,600						Viking VM5000 - Dash Mount / No AES	0	0	0	\$ 1,700	\$ -	Viking VP5200 - M2 No AES	0	\$ -	\$ -	0	\$ -	\$ -	No Pages						
Information Technology	4	0	4	\$ 2,475	\$ 10,700						Viking VM5000 - Remote Mount w/ AES Multitray	4	0	4	\$ 1,700	\$ 7,120	Viking VP5200 - M2 No AES	0	\$ -	\$ -	4	\$ 953.12	\$ 3,168.48	No Pages						
Production	7	0	7	\$ 2,400	\$ 16,800						Viking VM5000 - Dash Mount w/ AES Multitray	13	13	0	\$ 2,100	\$ -	Viking VP5200 - M2 w/ AES Multitray	0	\$ -	\$ -	7	\$ 1,667.96	\$ 11,675.72	No Pages						
Public Works	0	0	0	\$ 2,200	\$ -						Viking VM5000 - Dash Mount / No AES	12	0	12	\$ 1,700	\$ 20,400	Viking VP5200 - M2 No AES	0	\$ -	\$ -	2	\$ 1,099.96	\$ 2,199.92	No Pages						
Public Works	116	0	116	\$ 2,200	\$ 255,200						Viking VM5000 - Dash Mount / No AES	16	8	8	\$ 1,700	\$ 13,600	Viking VP5200 - M2 No AES	8	\$ (168.00)	\$ 8 (752.00)	10	\$ 5,382.20	\$ 53,822.00	No Pages						
SEARCH	1	1	0	\$ 2,475	\$ 2,475						Viking VM5000 - Remote Mount w/ AES Multitray	1	0	1	\$ 2,100	\$ 2,100	Viking VP5200 - M2 w/ AES Multitray	0	\$ -	\$ -	1	\$ 1,388.28	\$ 1,388.28	No Pages						
Search and Rescue	4	0	4	\$ 2,475	\$ 9,900						Viking VM5000 - Remote Mount SINGLE HEAD / No AES	30	30	0	\$ 1,700	\$ -	Viking VP5200 - M2 No AES	0	\$ -	\$ -	0	\$ -	\$ -	No Pages						
SEARCH	1	1	0	\$ 2,200	\$ 2,200						Viking VM5000 - Remote Mount DUAL HEAD / No AES	46	0	46	\$ 2,100	\$ 96,644	Viking VP5200 - M2 w/ AES Multitray	0	\$ -	\$ -	36	\$ (1,984.00)	\$ 36 (1,984.00)	No Pages						
Search	47	34	13	\$ 2,475	\$ 61,515						Viking VM5000 - Remote Mount w/ AES Multitray	46	0	46	\$ 2,100	\$ 96,644	Viking VP5200 - M2 w/ AES Multitray	0	\$ -	\$ -	5	\$ 1,191.40	\$ 5,957.00	No Pages						
Search	14	0	14	\$ 2,400	\$ 33,600						Viking VM5000 - Dash Mount w/ AES Multitray	28	10	14	\$ 1,700	\$ 23,800	Viking VP5200 - M2 No AES	0	\$ -	\$ -	2	\$ 1,099.96	\$ 2,199.92	No Pages						
Social Services	0	0	0	\$ 2,200	\$ -						Viking VM5000 - Dash Mount / No AES	24	0	24	\$ 1,700	\$ 40,800	Viking VP5200 - M2 No AES	0	\$ -	\$ -	14	\$ (1,316.00)	\$ 14 (1,316.00)	No Pages						
Spans/Growth no encryption	10	10	0	\$ 2,200	\$ 22,000						Viking VM5000 - Dash Mount / No AES	20	0	20	\$ 1,700	\$ 34,000	Viking VP5200 - M2 No AES	0	\$ -	\$ -	20	\$ 4,765.60	\$ 95,312.00	Unication GS Pager						
Spans/Growth no encryption	10	10	0	\$ 2,475	\$ 24,750						Viking VM5000 - Remote Mount SINGLE HEAD / No AES	10	0	10	\$ 1,888	\$ 18,880	Viking VP5200 - M2 No AES w/ Intrinsically Safe	0	\$ -	\$ -	9	\$ (866.00)	\$ 9 (866.00)	No Pages						
Spans/Growth no encryption	3	0	3	\$ 2,600	\$ 7,800						Viking VM5000 - Remote Mount DUAL HEAD / No AES	10	0	10	\$ 1,888	\$ 18,880	Viking VP5200 - M2 No AES w/ Intrinsically Safe	0	\$ -	\$ -	9	\$ (866.00)	\$ 9 (866.00)	No Pages						
Spans/Growth no encryption	6	0	6	\$ 2,475	\$ 14,850						Viking VM5000 - Remote Mount w/ AES Multitray	10	0	10	\$ 2,100	\$ 21,000	Viking VP5200 - M2 w/ AES Multitray	0	\$ -	\$ -	10	\$ (550.00)	\$ 5,500.00	No Pages						
EMSPROTECT 8.6250 CCHM	3	0	3	\$ 4,400	\$ 13,200						Viking VM5000 - Dash Mount w/ AES Multitray	48	48	0	\$ 2,100	\$ 100,800	Viking VP5200 - M2 w/ AES Multitray	0	\$ -	\$ -	0	\$ -	\$ -	No Pages						
Mono County	232	28	226		\$ 527,450							234	126	128		\$ 287,218		8	\$ (188)	101	\$ (9,494)	95	\$ (9,225)	55	\$ 13,105	15	\$ 8,245	23	\$ 13,766	
Antelope Valley Fire	17	0	17	\$ 2,475	\$ 42,175						Viking VM5000 - Remote Mount SINGLE HEAD / No AES	20	0	20	\$ 1,700	\$ 34,000	Viking VP5200 - M2 No AES	0	\$ -	\$ -	15	\$ (825.00)	\$ 15 (825.00)	20	\$ 4,765.60	\$ 95,312.00	Unication GS Pager			
Bridgeport Fire	6	0	6	\$ 2,475	\$ 14,850						Viking VM5000 - Remote Mount SINGLE HEAD / No AES	26	0	26	\$ 1,700	\$ 44,200	Viking VP5200 - M2 No AES	0	\$ -	\$ -	20	\$ (1,600.00)	\$ 20 (1,600.00)	26	\$ 6,195.28	\$ 161,983.28	Unication GS Pager			
Bridgeport Fire	1	1	0	\$ 2,200	\$ 2,200						Viking VM5000 - Dash Mount / No AES	0	0	0	\$ 1,700	\$ -	Viking VP5200 - M2 No AES	0	\$ -	\$ -	2	\$ 1,099.96	\$ 2,199.92	Unication GS Pager						
Bridgeport Fire	4	0	4	\$ 2,500	\$ 10,000						Viking VM5000 - Remote Mount DUAL HEAD / No AES	15	0	15	\$ 1,700	\$ 25,700	Viking VP5200 - M2 No AES	0	\$ -	\$ -	0	\$ -	\$ -	15	\$ 599	\$ 8,985	Unication GS Pager			
Charlton Fire	2	0	2	\$ 2,200	\$ 4,400						Viking VM5000 - Dash Mount / No AES	0	0	0	\$ 1,700	\$ -	Viking VP5200 - M2 No AES	0	\$ -	\$ -	2	\$ 476.56	\$ 953.12	No Pages						
Charlton Fire	6	0	6	\$ 2,475	\$ 14,850						Viking VM5000 - Remote Mount SINGLE HEAD / No AES	15	0	15	\$ 1,700	\$ 25,700	Viking VP5200 - M2 No AES	0	\$ -	\$ -	0	\$ -	\$ -	25	\$ 599	\$ 14,963	Unication GS Pager			
Charlton Fire	2	0	2	\$ 2,400	\$ 5,000						Viking VM5000 - Remote Mount DUAL HEAD / No AES	17	0	17	\$ 1,700	\$ 28,900	Viking VP5200 - M2 No AES	8	\$ (884.00)	\$ 2 (1388.00)	0	\$ -	\$ -	0	\$ -	\$ -	4	\$ 599	\$ 2,396	Unication GS Pager
Chico Fire	7	0	7	\$ 2,475	\$ 17,325						Viking VM5000 - Remote Mount SINGLE HEAD / No AES	15	0	15	\$ 1,700	\$ 25,700	Viking VP5200 - M2 No AES	0	\$ -	\$ -	0	\$ -	\$ -	20	\$ 599	\$ 11,970	Unication GS Pager			
Chico Fire	5	0	5	\$ 2,500	\$ 12,500						Viking VM5000 - Remote Mount DUAL HEAD / No AES	26	0	26	\$ 1,888	\$ 49,088	Viking VP5200 - M2 No AES w/ Intrinsically Safe	14	\$ (1,022.00)	\$ 14 (1,316.00)	0	\$ -	\$ -	3	\$ 1,649.04	\$ 4,947.12	Unication GS Pager			
Chico Fire	2	0	2	\$ 2,200	\$ 4,400						Viking VM5000 - Dash Mount / No AES	10	0	10	\$ 1,700	\$ 17,000	Viking VP5200 - M2 No AES	0	\$ -	\$ -	0	\$ -	\$ -	45	\$ 20,722.40	\$ 932,608.00	Unication GS Pager			
Chico Fire	3	0	3	\$ 2,475	\$ 7,425						Viking VM5000 - Remote Mount SINGLE HEAD / No AES	10	0	10	\$ 1,700	\$ 17,000	Viking VP5200 - M2 No AES	0	\$ -	\$ -	8	\$ 1,966.24	\$ 15,729.92	Unication GS Pager						
Chico Fire	5	0	5	\$ 2,300	\$ 11,500						Viking VM5000 - Remote Mount DUAL HEAD / No AES	26	0	26	\$ 1,888	\$ 49,088	Viking VP5200 - M2 No AES w/ Intrinsically Safe	14	\$ (1,022.00)	\$ 14 (1,316.00)	0	\$ -	\$ -	3	\$ 1,649.04	\$ 4,947.12	Unication GS Pager			
Chico Fire	13	0	13	\$ 2,475	\$ 32,175						Viking VM5000 - Remote Mount SINGLE HEAD / No AES	70	0	70	\$ 1,700	\$ 119,000	Viking VP5200 - M2 No AES w/ Intrinsically Safe	60	\$ (4,830.00)	\$ 56 (5,264.00)	45	\$ (4,475.00)	\$ 45 (4,475.00)	45	\$ 2,198.72	\$ 98,942.40	Unication GS Pager			
Chico Fire	5	0	5	\$ 2,500	\$ 12,500						Viking VM5000 - Dash Mount / No AES	10	0	10	\$ 1,700	\$ 17,000	Viking VP5200 - M2 No AES	0	\$ -	\$ -	0	\$ -	\$ -	16	\$ 599	\$ 9,584	Unication GS Pager			
Chico Fire	6	0	6	\$ 2,200	\$ 13,200						Viking VM5000 - Dash Mount / No AES	10	0	10	\$ 1,700	\$ 17,000	Viking VP5200 - M2 No AES	0	\$ -	\$ -	0	\$ -	\$ -	15	\$ 599	\$ 8,985	Unication GS Pager			
Chico Fire	23	0	23	\$ 2,475	\$ 56,815						Viking VM5000 - Remote Mount SINGLE HEAD / No AES	70	0	70	\$ 1,700	\$ 119,000	Viking VP5200 - M2 No AES	0	\$ -	\$ -	0	\$ -	\$ -	16	\$ 599	\$ 9,584	Unication GS Pager			
Mammoth Lakes Fire	1	0	1	\$ 2,200	\$ 2,200						Viking VM5000 - Remote Mount DUAL HEAD / No AES	12	0	12	\$ 1,888	\$ 22,656	Viking VP5200 - M2 No AES	0	\$ -	\$ -	6	\$ (330.00)	\$ 8 (1,966.24)	2	\$ 1,099.96	\$ 2,199.92	Unication GS Pager			
Mammoth Lakes Fire	2	0	2	\$ 2,475	\$ 4,950						Viking VM5000 - Remote Mount SINGLE HEAD / No AES	10	0	10	\$ 1,700	\$ 17,000	Viking VP5200 - M2 No AES	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	15	\$ 599	\$ 8,985	Unication GS Pager
Mammoth Lakes Fire	1	0	1	\$ 2,200	\$ 2,200						Viking VM5000 - Dash Mount / No AES	0	0	0	\$ 1,700	\$ -	Viking VP5200 - M2 No AES	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	No Pages
Mammoth Lakes Fire	2	0	2	\$ 2,500	\$ 5,000						Viking VM5000 - Remote Mount DUAL HEAD / No AES	10	0	10	\$ 1,700	\$ 17,000	Viking VP5200 - M2 No AES	10	\$ (730.00)	\$ 7 (885.00)	7	\$ 1,667.96	\$ 11,675.72	15	\$ 599	\$ 8,985	Unication GS Pager			
Mammoth Lakes Fire	7	0	7	\$ 2,475	\$ 17,325						Viking VM5000 - Remote Mount SINGLE HEAD / No AES	15	0	15	\$ 1,700	\$ 25,700	Viking VP5200 - M2 No AES	9	\$ (857.00)	\$ 10 (960.00)	10	\$ (857.00)	\$ 10 (960.00)	10	\$ 5,382.20	\$ 53,822.00	Unication GS Pager			
Mammoth Lakes Fire	10	0	10	\$ 2,200	\$ 22,000						Viking VM5000 - Dash Mount / No AES	15	0	15	\$ 1,700	\$ 25,700	Viking VP5200 - M2 No AES	0	\$ -	\$ -	0	\$ -	\$ -	15	\$ 599	\$ 8,985	Unication GS Pager			
Mammoth Lakes Fire	10	0	10	\$ 2,200	\$ 22,000						Viking VM5000 - Dash Mount / No AES	24	0	24	\$ 1,700	\$ 40,800	Viking VP5200 - M2 No AES	101	\$ (7,173)	\$ 99 (9,394)	102	\$ (6,610)	\$ 118 (7,381.12)	13	\$ 7,144	\$ 171 (102,344)	Unication GS Pager			
Fire Districts	130	0	130		\$ 436,340							241	0	241		\$ 436,340		101	\$ (7,173)	99	\$ (9,394)	102	\$ (6,610)	118	\$ 7,144	171	\$ 102,344			
Mammoth Lakes Police	24	0	24	\$ 2,475	\$ 59,400						Viking VM5000 - Remote Mount w/ AES Multitray	30	0	30	\$ 2,100	\$ 63,015	Viking VP5200 - M2 w/ AES Multitray	10	\$ (730.00)	\$ 10 (960.00)	0	\$ -	\$ -	2	\$ 1,099.96	\$ 2,199.92	No Pages			
Mammoth Lakes Police	1	0	1	\$ 2,400	\$ 2,400						Viking VM5000 - Dash Mount w/ AES Multitray	0	0	0	\$ 2,100	\$ -	Viking VP5200 - M2 w/ AES Multitray	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -</				



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Community Development

TIME REQUIRED

SUBJECT Reappointment to Bridgeport Valley
Regional Planning Advisory
Committee (RPAC)

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Bridgeport Valley Regional Planning Advisory Committee (RPAC) re-appointment of Brianna Brown and Jimmy Little.

RECOMMENDED ACTION:

Re-appoint Brianna Brown and Jimmy Little to the Bridgeport Valley RPAC for four-year terms expiring December 31, 2027.

FISCAL IMPACT:

None.

CONTACT NAME: Rob Makoske

PHONE/EMAIL: 7609241813 / rmakoske@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> staff report</p>

History

Time	Who	Approval
12/20/2023 1:16 PM	County Counsel	Yes
1/3/2024 6:04 AM	Finance	Yes
1/3/2024 10:53 PM	County Administrative Office	Yes

MONO COUNTY

COMMUNITY DEVELOPMENT DEPARTMENT

PO Box 347
Mammoth Lakes, CA 93546
760-924-1800 phone, 924-1801 fax
commdev@mono.ca.gov

Planning Division

PO Box 8
Bridgeport, CA 93517
760-932-5420 phone, 932-5431 fax
www.monocounty.ca.gov

January 9, 2023

TO: Honorable Mono County Board of Supervisors
FROM: Rob Makoske, Planning Analyst, for John Peters, District 4 Supervisor
RE: Bridgeport Valley Regional Planning Advisory Committee Appointments

DISCUSSION

The Bridgeport Valley Regional Planning Advisory Committee (BVRPAC) may consist of up to seven members. Typical terms are for four years and are staggered to facilitate smooth transitions. Current membership consists of five members and two vacant seats.

Brianna Brown and Jimmy Little are current RPAC members whose terms expired December 31, 2023. Supervisor Peters recommends their reappointment to four-year terms. The following summarizes the status of appointments and RPAC membership:

Proposed reappointment to term expiring Dec. 31, 2027:

1. Brianna Brown
2. Jimmy Little

Existing Members

1. Jeff Hunewill
2. Steve Noble

Term Expires

12-31-25
12-31-25

This staff report has been reviewed by the Community Development Director.

If you have questions regarding this matter, please contact Rob Makoske at 760.924.1813 or rmakoske@mono.ca.gov, or Supervisor Peters.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: County Administrative Office and Human Resources

TIME REQUIRED

SUBJECT 2nd Amendment Employment
Agreement Gail DuBlanc

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution approving an amendment to the agreement prescribing the compensation, appointment, and conditions of employment for Gail DuBlanc and to allow Ms. DuBlanc to choose between overtime pay or the accrual of compensatory time off (CTO).

RECOMMENDED ACTION:

Adopt proposed resolution.

FISCAL IMPACT:

There is no immediate fiscal impact from this amendment. The amendment provides the employee with the option to accrue overtime hours until a later time when it can be used as time off or cashed out.

CONTACT NAME: Christine Bouchard

PHONE/EMAIL: 5414 / cbouchard@mono.ca.gov

SEND COPIES TO:

HR

Gail DuBlanc

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Contract Amendment

History**Time**

12/28/2023 3:17 PM

1/3/2024 2:40 PM

1/3/2024 2:45 PM

Who

County Counsel

Finance

County Administrative Office

Approval

Yes

Yes

Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
 Sandra Moberly
 PO Box 696
 Bridgeport, CA 93517-0696
 (760) 932-5410
 smoberly@mono.ca.gov
 www.mono.ca.gov

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 CPA, CGFM, MPA
HEALTH AND HUMAN SERVICES
 Kathryn Peterson
INFORMATION TECHNOLOGY
 Milan Salva "Interim"
PROBATION
 Karin Humiston
PUBLIC WORKS
 Paul Roten

To: Board of Supervisors

From: Christine Bouchard, Assistant County Administrative Officer

Date: January 9, 2024

Re: Staff Report – Employment Agreement Second Amendment Gail DuBlanc

Strategic Plan Focus Area(s) Met

- A Thriving Economy Safe and Healthy Communities Mandated Function
 Sustainable Public Lands Workforce & Operational Excellence

Discussion

The County currently employs Gail DuBlanc as a Human Resources (HR) Generalist. The position of HR Generalist was removed from the Mono County Public Employees (MCPE) bargaining unit in 2022 and converted to an at-will position. As an at-will employee, Ms. DuBlanc’s employment is governed by the County’s Management Compensation and Benefits Policies and by an individual employment agreement between her and the County.

Unlike most of the County’s at-will positions, the HR Generalist position is subject to the overtime provisions of the Fair Labor Standards Act (FLSA). Accordingly, if Ms. DuBlanc were to work more than forty (40) hours in a week (other than under an approved alternative schedule), she would be entitled to be paid at the overtime rate for the additional hours. Currently, neither the terms and conditions of employment for Ms. DuBlanc (nor the Management Compensation/Benefits Policies) provide her the option to elect to use overtime as compensatory time off (CTO).

The County would like to amend Ms. DuBlanc’s terms and conditions of employment to allow her the choice between receiving overtime pay or using overtime hours as CTO. This would align with how overtime is managed for employees within the MCPE bargaining unit.



RESOLUTION NO. R24-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN AMENDMENT TO THE
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF EMPLOYMENT OF GAIL DUBLANC**

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement and Second Amendment Regarding Terms and Conditions of Employment of Gail DuBlanc, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Gail DuBlanc. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 9th day of January, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT AND SECOND AMENDMENT TO
AGREEMENT REGARDING TERMS AND CONDITIONS OF EMPLOYMENT
OF GAIL DUBLANC**

This Agreement and Second Amendment is entered into by and between Gail DuBlanc and the County of Mono (collectively “the parties”) for the purpose of amending the Agreement Regarding Terms and Conditions of Employment of Gail DuBlanc entered into on or about June 21, 2022 (“the Agreement”).

I. RECITALS

- A. The County currently employs Gail DuBlanc as a Human Resources Generalist in accordance with the terms and conditions of the Agreement.
- B. The County now wishes to amend the Agreement to allow Ms. DuBlanc to choose between overtime pay or the accrual of compensatory time off (CTO).

II. AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1. The following is added to Section 5 of the Agreement:

“Ms. DuBlanc may elect whether hours worked in excess of forty (40) hours per week will be accrued as overtime or compensatory time off (CTO). Whether she elects overtime or CTO, the terms of use and accrual will be governed by Article 21 of the MCPE MOU.”

- 3. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The parties hereby execute this Agreement and First Amendment as of January 9, 2024.

EMPLOYEE

THE COUNTY OF MONO

Gail DuBlanc

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: County Administrative Office and Human Resources

TIME REQUIRED

PERSONS

SUBJECT

1st Amendment Employment
Agreement Audriana Rodriguez

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution approving an amendment to the agreement prescribing the compensation, appointment, and conditions of employment for Audriana Rodriguez and to allow Ms. Rodriguez to choose between overtime pay or the accrual of compensatory time off (CTO).

RECOMMENDED ACTION:

Adopt proposed resolution.

FISCAL IMPACT:

There is no immediate fiscal impact from this amendment. The amendment provides the employee with the option to accrue overtime hours until a later time when it can be used as time off or cashed out.

CONTACT NAME: Christine Bouchard

PHONE/EMAIL: 5414 / cbouchard@mono.ca.gov

SEND COPIES TO:

HR

Audriana Rodriguez

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Contract Amendment

History

Time	Who	Approval
12/28/2023 3:15 PM	County Counsel	Yes
1/3/2024 2:42 PM	Finance	Yes
1/3/2024 2:45 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
 Sandra Moberly
 PO Box 696
 Bridgeport, CA 93517-0696
 (760) 932-5410
smoberly@mono.ca.gov
www.mono.ca.gov

January 9, 2024

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DISTRICT ATTORNEY
 Hon. David Anderson
SHERIFF / CORONER
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 CPA, CGFM, MPA
HEALTH AND HUMAN SERVICES
 Kathryn Peterson
INFORMATION TECHNOLOGY
 Mike Martinez
PROBATION
 Karin Humiston
PUBLIC WORKS
 Paul Roten

To: Honorable Chair and Members of the Board of Supervisors
From: Christine Bouchard, Assistant CAO
Re: Staff Report – Employment Agreement First Amendment Audriana Rodriguez

Strategic Plan Focus Area(s) Met

- A Thriving Economy Safe and Healthy Communities Mandated Function
 Sustainable Public Lands Workforce & Operational Excellence

The County currently employs Audriana Rodriguez as a Human Resources (HR) Specialist. The position of HR Specialist was removed from the Mono County Public Employees (MCPE) bargaining unit in 2022 and converted to an at-will position. As an at-will employee, Ms. Rodriguez’s employment is governed by the County’s Management Compensation and Benefits Policies and by an individual employment agreement between her and the County.

Unlike most of the County’s at-will positions, the HR Specialist position is subject to the overtime provisions of the Fair Labor Standards Act (FLSA). Accordingly, if Ms. Rodriguez were to work more than forty (40) hours in a week (other than under an approved alternative schedule), she would be entitled to be paid at the overtime rate for the additional hours. Currently, neither the terms and conditions of employment for Ms. Rodriguez (nor the Management Compensation/Benefits Policies) provider her the option to elect to use overtime as compensatory time off (CTO).

The County would like to amend Ms. Rodriguez’s terms and conditions of employment to allow her the choice between receiving overtime pay or using overtime hours as CTO. This would align with how overtime is managed for employees within the MCPE bargaining unit.



RESOLUTION NO. R24-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN AMENDMENT TO THE
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF EMPLOYMENT OF AUDRIANA RODRIGUEZ**

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement and First Amendment Regarding Terms and Conditions of Employment of Audriana Rodriguez, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Audriana Rodriguez. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 9th day of January, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT REGARDING TERMS AND CONDITIONS OF EMPLOYMENT
OF AUDRIANA RODRIGUEZ**

This Agreement and First Amendment is entered into by and between Audriana Rodriguez and the County of Mono (collectively “the parties”) for the purpose of amending the Agreement Regarding Terms and Conditions of Employment of Audriana Rodriguez entered into on or about June 21, 2022 (“the Agreement”).

I. RECITALS

- A. The County currently employs Audriana Rodriguez as a Human Resources Specialist in accordance with the terms and conditions of the Agreement.
- B. The County now wishes to amend the Agreement to allow Ms. Rodriguez to choose between overtime pay or the accrual of compensatory time off (CTO).

II. AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1. The following is added to Section 5 of the Agreement:

“Ms. Rodriguez may elect whether hours worked in excess of forty (40) hours per week will be accrued as overtime pay or compensatory time off (CTO). Whether she elects overtime or CTO, the terms of use and accrual will be governed by Article 21 of the MCPE MOU.”

- 3. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The parties hereby execute this Agreement and First Amendment as of January 9, 2024.

EMPLOYEE

THE COUNTY OF MONO

Audriana Rodriguez

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: County Administrative Office and Human Resources

TIME REQUIRED

SUBJECT 1st Amendment Employment
Agreement Nicole Beck

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution approving an amendment to the agreement prescribing the compensation, appointment, and conditions of employment for Nicole Beck and to allow Ms. Beck to choose between overtime pay or the accrual of compensatory time off (CTO).

RECOMMENDED ACTION:

Adopt proposed resolution.

FISCAL IMPACT:

There is no immediate fiscal impact from this amendment. The amendment provides the employee with the option to accrue overtime hours until a later time when it can be used as time off or cashed out.

CONTACT NAME: Christine Bouchard

PHONE/EMAIL: 5414 / cbouchard@mono.ca.gov

SEND COPIES TO:

HR Nicole Beck

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Contract Amendment

History

Time	Who	Approval
12/28/2023 3:18 PM	County Counsel	Yes
1/3/2024 2:41 PM	Finance	Yes
1/3/2024 2:45 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
 Sandra Moberly
 PO Box 696
 Bridgeport, CA 93517-0696
 (760) 932-5410
smoberly@mono.ca.gov
www.mono.ca.gov

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ASSESSOR
 Hon. Barry Beck
DISTRICT ATTORNEY
 Hon. David Anderson
SHERIFF / CORONER
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ANIMAL SERVICES
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 Bryan Bullock
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 Janet Dutcher
 CPA, CGFM, MPA
HEALTH AND HUMAN SERVICES
 Kathryn Peterson
INFORMATION TECHNOLOGY
 Milan Salva "Interim"
PROBATION
 Karin Humiston
PUBLIC WORKS
 Paul Roten

To: Board of Supervisors

From: Christine Bouchard, Assistant County Administrative Officer

Date: January 9, 2024

Re: Staff Report – Employment Agreement First Amendment Nicole Beck

Strategic Plan Focus Area(s) Met

- A Thriving Economy Safe and Healthy Communities Mandated Function
 Sustainable Public Lands Workforce & Operational Excellence

Discussion

The County currently employs Nicole Beck as a Human Resources (HR) Specialist. The position of HR Specialist was removed from the Mono County Public Employees (MCPE) bargaining unit in 2022 and converted to an at-will position. As an at-will employee, Ms. Beck’s employment is governed by the County’s Management Compensation and Benefits Policies and by an individual employment agreement between her and the County.

Unlike most of the County’s at-will positions, the HR Specialist position is subject to the overtime provisions of the Fair Labor Standards Act (FLSA). Accordingly, if Ms. Beck were to work more than forty (40) hours in a week (other than under an approved alternative schedule), she would be entitled to be paid at the overtime rate for the additional hours. Currently, neither the terms and conditions of employment for Ms. Beck (nor the Management Compensation/Benefits Policies) provide her the option to elect to use overtime as compensatory time off (CTO).

The County would like to amend Ms. Beck’s terms and conditions of employment to allow her the choice between receiving overtime pay or using overtime hours as CTO. This would align with how overtime is managed for employees within the MCPE bargaining unit.



RESOLUTION NO. R24-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN AMENDMENT TO THE
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF EMPLOYMENT OF NICOLE BECK**

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement and First Amendment Regarding Terms and Conditions of Employment of Nicole Beck, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Nicole Beck. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 9th day of January, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT REGARDING TERMS AND CONDITIONS OF EMPLOYMENT
OF NICOLE BECK**

This Agreement and First Amendment is entered into by and between Nicole Beck and the County of Mono (collectively “the parties”) for the purpose of amending the Agreement Regarding Terms and Conditions of Employment of Nicole Beck entered into on or about October 4, 2022 (“the Agreement”).

I. RECITALS

- A. The County currently employs Nicole Beck as a Human Resources Specialist in accordance with the terms and conditions of the Agreement.
- B. The County now wishes to amend the Agreement to allow Ms. Beck to choose between overtime pay or the accrual of compensatory time off (CTO).

II. AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1. The following is added to Section 5 of the Agreement:

“Ms. Beck may elect whether hours worked in excess of forty (40) hours per week will be accrued as overtime pay or compensatory time off (CTO). Whether she elects overtime or CTO, the terms of use and accrual will be governed by Article 21 of the MCPE MOU.”

- 3. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The parties hereby execute this Agreement and First Amendment as of January 9, 2024.

EMPLOYEE

THE COUNTY OF MONO

Nicole Beck

By: John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Finance

TIME REQUIRED

SUBJECT Monthly Treasury Transaction Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 11/30/2023.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 11/30/2023.

FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Treasury Transaction Report for the month ending 11/30/2023

History

Time	Who	Approval
1/2/2024 12:57 PM	County Counsel	Yes
1/2/2024 11:15 AM	Finance	Yes
1/2/2024 11:50 PM	County Administrative Office	Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 10/31/2023, End Date: 11/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	11/1/2023	13077DQG0	500,000.00	California State University 1.521 11/1/2028	83.30	416,500.00	0.00	5.37	416,500.00
Buy	11/1/2023	31424WBJ0	1,000,000.00	FAMC 4.92 11/1/2028	100.00	1,000,000.00	0.00	4.92	1,000,000.00
Buy	11/8/2023	61768EE82	243,000.00	Morgan Stanley Private Bank 5.05 11/8/2028	100.00	243,000.00	0.00	5.05	243,000.00
Buy	11/13/2023	3133EPC45	1,000,000.00	FFCB 4.625 11/13/2028	99.91	999,070.00	0.00	4.65	999,070.00
Subtotal			2,743,000.00			2,658,570.00	0.00		2,658,570.00
Deposit	11/2/2023	31846V203	1,000,000.00	First American Gov Fund MM	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	11/6/2023	31846V203	2,000,000.00	First American Gov Fund MM	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	11/14/2023	CAMP60481	500,000.00	California Asset Management Program LGIP	100.00	500,000.00	0.00	0.00	500,000.00
Deposit	11/21/2023	31846V203	2,000,000.00	First American Gov Fund MM	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	11/28/2023	31846V203	2,000,000.00	First American Gov Fund MM	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	11/29/2023	CAMP60481	1,000,000.00	California Asset Management Program LGIP	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	11/29/2023	31846V203	245,000.00	First American Gov Fund MM	100.00	245,000.00	0.00	0.00	245,000.00
Deposit	11/29/2023	31846V203	1,755,000.00	First American Gov Fund MM	100.00	1,755,000.00	0.00	0.00	1,755,000.00
Deposit	11/30/2023	CAMP60481	162,766.36	California Asset Management Program LGIP	100.00	162,766.36	0.00	0.00	162,766.36
Deposit	11/30/2023	CAMP60481	500,000.00	California Asset Management Program LGIP	100.00	500,000.00	0.00	0.00	500,000.00
Deposit	11/30/2023	31846V203	55,363.36	First American Gov Fund MM	100.00	55,363.36	0.00	0.00	55,363.36
Deposit	11/30/2023	OAKVALLEY0670	16,043.05	Oak Valley Bank Cash	100.00	16,043.05	0.00	0.00	16,043.05
Deposit	11/30/2023	OAKVALLEY0670	23,397,917.70	Oak Valley Bank Cash	100.00	23,397,917.70	0.00	0.00	23,397,917.70
Subtotal			34,632,090.47			34,632,090.47	0.00		34,632,090.47
Total Buy Transactions			37,375,090.47			37,290,660.47	0.00		37,290,660.47
Interest/Dividends									
Interest	11/1/2023	32022RSG3	0.00	1ST Financial Bank, USA 3.3 8/2/2027		0.00	697.88	0.00	697.88
Interest	11/1/2023	369674CG9	0.00	General Electric Credit Union 5 1/30/2024		0.00	1,053.15	0.00	1,053.15
Interest	11/1/2023	76913DFY8	0.00	Riverside County Ca Inf Fing Authority 1.766 11/1/		0.00	4,415.00	0.00	4,415.00
Interest	11/1/2023	92348DAC3	0.00	Veridian Credit Union 4.8 4/24/2025		0.00	1,015.10	0.00	1,015.10



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 10/31/2023, End Date: 11/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	11/1/2023	530520AB1	0.00	Liberty First Credit Union 4.4 1/17/2028		0.00	930.51	0.00	930.51
Interest	11/1/2023	22551KAU6	0.00	Credit Union of Texas 4.4 12/9/2027		0.00	930.51	0.00	930.51
Interest	11/1/2023	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	549.85	0.00	549.85
Interest	11/1/2023	68283MAP1	0.00	OnPath Federal Credit Union 4.85 7/31/2028		0.00	1,017.44	0.00	1,017.44
Interest	11/1/2023	59161YAP1	0.00	Metro Credit Union 1.7 2/18/2027		0.00	359.52	0.00	359.52
Interest	11/1/2023	33651FAF6	0.00	First Source FCU 4.85 1/31/2024		0.00	1,021.56	0.00	1,021.56
Interest	11/1/2023	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	391.24	0.00	391.24
Interest	11/1/2023	702282QD9	0.00	Pasadena USD 2.073 5/1/2026		0.00	5,182.50	0.00	5,182.50
Interest	11/1/2023	92891CCP5	0.00	VYSTAR Credit Union 4.45 9/30/2027		0.00	941.08	0.00	941.08
Interest	11/1/2023	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	395.36	0.00	395.36
Interest	11/1/2023	5445872S6	0.00	Los Angeles CA Muni Impt CorpLease 0.683 11/1/2024		0.00	1,707.50	0.00	1,707.50
Interest	11/1/2023	542411NZ2	0.00	Long Beach Community College Dist 2 5/1/2025		0.00	2,700.00	0.00	2,700.00
Interest	11/1/2023	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	380.66	0.00	380.66
Interest	11/1/2023	45157PAZ3	0.00	Ideal Credit Union 4.5 12/29/2027		0.00	951.66	0.00	951.66
Interest	11/1/2023	13077DQF2	0.00	California State Uniniversity 1.361 11/1/2027		0.00	4,661.43	0.00	4,661.43
Interest	11/2/2023	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	285.50	0.00	285.50
Interest	11/3/2023	3133EPHT5	0.00	FFCB 3.625 5/3/2028		0.00	18,125.00	0.00	18,125.00
Interest	11/3/2023	594918BJ2	0.00	Microsoft Corp 3.125 11/3/2025-25		0.00	7,812.50	0.00	7,812.50
Interest	11/4/2023	32026UYA8	0.00	First Foundation Bank 4.7 11/4/2027		0.00	5,781.13	0.00	5,781.13
Interest	11/4/2023	02589ACK6	0.00	American Express National Bank 3 5/4/2027		0.00	3,720.33	0.00	3,720.33
Interest	11/5/2023	307811EM7	0.00	The Farmers & Merchants Bank 3.2 8/5/2027		0.00	676.73	0.00	676.73
Interest	11/6/2023	037833AS9	0.00	Apple Inc. 3.45 5/6/2024-14		0.00	8,625.00	0.00	8,625.00
Interest	11/7/2023	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	348.94	0.00	348.94
Interest	11/8/2023	902684AC3	0.00	UFirst Federal Credit Union 4.8 3/9/2026		0.00	1,015.10	0.00	1,015.10
Interest	11/8/2023	011852AD2	0.00	Alaska USA Federal Credit Union 4.7 3/8/2027		0.00	993.95	0.00	993.95
Interest	11/8/2023	29367SJQ8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	380.66	0.00	380.66



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 10/31/2023, End Date: 11/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	11/8/2023	61760ARS0	0.00	Morgan Stanley Private Bank 3.55 11/8/2023		0.00	4,384.49	0.00	4,384.49
Interest	11/8/2023	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	11/8/2023	898812AB8	0.00	Tucson Federal Credit Union 4.95 8/8/2028		0.00	1,042.62	0.00	1,042.62
Interest	11/9/2023	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	729.60	0.00	729.60
Interest	11/9/2023	08016PEL9	0.00	Belmont Bank & Trust Co 4.2 12/9/2027		0.00	884.65	0.00	884.65
Interest	11/10/2023	065427AC0	0.00	Bank of Utah 4.25 5/10/2028		0.00	898.79	0.00	898.79
Interest	11/10/2023	20367GBH1	0.00	Community Commerce Bank 3.3 8/10/2027		0.00	697.88	0.00	697.88
Interest	11/10/2023	72651LCJ1	0.00	Plains Commerce Bank 2.6 5/10/2024		0.00	3,211.18	0.00	3,211.18
Interest	11/11/2023	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	148.04	0.00	148.04
Interest	11/12/2023	91159HHZ6	0.00	US Bancorp 1.45 5/12/2025		0.00	3,625.00	0.00	3,625.00
Interest	11/12/2023	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	549.85	0.00	549.85
Interest	11/13/2023	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	623.86	0.00	623.86
Interest	11/13/2023	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	602.72	0.00	602.72
Interest	11/13/2023	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	422.96	0.00	422.96
Interest	11/13/2023	30960QAL1	0.00	Farmers Insurance Group FCU 5 12/13/2023		0.00	1,053.15	0.00	1,053.15
Interest	11/14/2023	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	11/14/2023	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	11/14/2023	06251AV31	0.00	Bank Hapoalim B.M. 3.5 11/14/2023		0.00	4,322.74	0.00	4,322.74
Interest	11/14/2023	89841MAM9	0.00	Trustone Financial 5 12/14/2023		0.00	1,053.15	0.00	1,053.15
Interest	11/14/2023	67886WAF4	0.00	Oklahomas Credit Union 5 12/14/2023		0.00	1,053.15	0.00	1,053.15
Interest	11/14/2023	91739JAA3	0.00	Utah First Federal Credit Union 4.75 7/14/2028		0.00	1,004.53	0.00	1,004.53
Interest	11/14/2023	501798SZ6	0.00	LCA Bank Corp 4.8 11/15/2027		0.00	5,904.13	0.00	5,904.13
Interest	11/15/2023	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	719.03	0.00	719.03
Interest	11/15/2023	91412HKZ5	0.00	University of California 0.985 5/15/2025		0.00	2,462.50	0.00	2,462.50
Interest	11/15/2023	91412HBL6	0.00	University of California 3.466 5/15/2024-18		0.00	8,665.00	0.00	8,665.00
Interest	11/15/2023	91412GVB8	0.00	University of California 3.638 5/15/2024		0.00	8,276.45	0.00	8,276.45



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 10/31/2023, End Date: 11/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	11/15/2023	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	602.72	0.00	602.72
Interest	11/15/2023	819866BL7	0.00	Sharonview Federal Credit Union 3.5 8/16/2027		0.00	740.18	0.00	740.18
Interest	11/15/2023	912828U24	0.00	T-Note 2 11/15/2026		0.00	10,000.00	0.00	10,000.00
Interest	11/15/2023	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	634.44	0.00	634.44
Interest	11/15/2023	3133EPJS5	0.00	FFCB 4.29 5/16/2028-25		0.00	21,450.00	0.00	21,450.00
Interest	11/16/2023	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	422.96	0.00	422.96
Interest	11/16/2023	05600XQE3	0.00	BMO Harris Bank NA 4.5 5/16/2028		0.00	5,535.12	0.00	5,535.12
Interest	11/16/2023	3133ENEF3	0.00	FFCB 1.27 11/16/2026-23		0.00	6,350.00	0.00	6,350.00
Interest	11/17/2023	914098DP0	0.00	University Bank 4.5 3/17/2028		0.00	951.66	0.00	951.66
Interest	11/17/2023	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	549.85	0.00	549.85
Interest	11/18/2023	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	243.20	0.00	243.20
Interest	11/18/2023	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	11/18/2023	3130ANFJ4	0.00	FHLB 0.51 11/18/2024-22		0.00	2,550.00	0.00	2,550.00
Interest	11/18/2023	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	11/18/2023	254673D94	0.00	Discover Bank 3.2 5/19/2027		0.00	3,968.35	0.00	3,968.35
Interest	11/20/2023	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	740.18	0.00	740.18
Interest	11/20/2023	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	602.72	0.00	602.72
Interest	11/20/2023	78472EAB0	0.00	SPCO Credit Union 4.35 1/20/2028		0.00	919.94	0.00	919.94
Interest	11/20/2023	01664MAB2	0.00	All In FCU 4.4 12/20/2027		0.00	930.51	0.00	930.51
Interest	11/21/2023	51828MAC8	0.00	Latino Community Credit Union 4.5 12/21/2027		0.00	951.66	0.00	951.66
Interest	11/22/2023	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	602.72	0.00	602.72
Interest	11/22/2023	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	592.14	0.00	592.14
Interest	11/23/2023	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	433.53	0.00	433.53
Interest	11/23/2023	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	412.38	0.00	412.38
Interest	11/25/2023	88413QCK2	0.00	Third Federal Savings & Loan 1.95 11/25/2024		0.00	2,408.38	0.00	2,408.38



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 10/31/2023, End Date: 11/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	11/25/2023	85513MAA0	0.00	Star Financial Credit Union 4.5 1/25/2028		0.00	951.66	0.00	951.66
Interest	11/25/2023	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	370.09	0.00	370.09
Interest	11/25/2023	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	634.44	0.00	634.44
Interest	11/26/2023	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	105.74	0.00	105.74
Interest	11/26/2023	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	539.27	0.00	539.27
Interest	11/26/2023	3130ARYA3	0.00	FHLB 4 5/26/2027-22		0.00	20,000.00	0.00	20,000.00
Interest	11/26/2023	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	348.94	0.00	348.94
Interest	11/26/2023	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	549.85	0.00	549.85
Interest	11/26/2023	90352RCR4	0.00	USAlliance Federal Credit Union 3.45 8/26/2027		0.00	729.60	0.00	729.60
Interest	11/26/2023	89854LAD5	0.00	TTCU Federal Credit Union 5 7/26/2028		0.00	1,053.15	0.00	1,053.15
Interest	11/26/2023	64017ABA1	0.00	Neighbors Federal Credit Union 5 7/26/2028		0.00	1,053.15	0.00	1,053.15
Interest	11/27/2023	02616ABY4	0.00	American First Credit Union 4.25 4/27/2028		0.00	898.79	0.00	898.79
Interest	11/27/2023	14622LAA0	0.00	Carter Federal Credit Union 0.75 4/27/2026		0.00	157.97	0.00	157.97
Interest	11/27/2023	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	592.14	0.00	592.14
Interest	11/27/2023	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	222.05	0.00	222.05
Interest	11/27/2023	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	232.63	0.00	232.63
Interest	11/28/2023	00224TAP1	0.00	A+ Federal Credit Union 4.55 4/28/2028		0.00	962.23	0.00	962.23
Interest	11/28/2023	07181JAV6	0.00	Baxter Federal Credit Union 5 11/30/2026		0.00	1,053.15	0.00	1,053.15
Interest	11/28/2023	717081EX7	0.00	Pfizer Inc 0.8 5/28/2025-25		0.00	2,000.00	0.00	2,000.00
Interest	11/29/2023	3133EN3H1	0.00	FFCB 4 11/29/2027		0.00	20,000.00	0.00	20,000.00
Interest	11/29/2023	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	190.33	0.00	190.33
Interest	11/29/2023	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	179.76	0.00	179.76
Interest	11/29/2023	856283G59	0.00	State Bank of India-Chicago IL 3.6 11/29/2023		0.00	4,446.25	0.00	4,446.25
Interest	11/30/2023	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	409.32	0.00	409.32
Interest	11/30/2023	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	235.36	0.00	235.36
Interest	11/30/2023	CAMP60481	0.00	California Asset Management Program LGIP		0.00	162,766.36	0.00	162,766.36



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 10/31/2023, End Date: 11/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	11/30/2023	42228LAL5	0.00	HealthcareSystemsFCU 4.35 1/31/2028		0.00	919.94	0.00	919.94
Interest	11/30/2023	31846V203	0.00	First American Gov Fund MM		0.00	55,363.36	0.00	55,363.36
Interest	11/30/2023	91282CCF6	0.00	T-Note 0.75 5/31/2026		0.00	3,750.00	0.00	3,750.00
Interest	11/30/2023	24951TAW5	0.00	Department of Commerce FCU 5 11/30/2027		0.00	1,053.15	0.00	1,053.15
Interest	11/30/2023	06543PDA0	0.00	Bank of the Valley NE 4.1 9/30/2027		0.00	867.07	0.00	867.07
Interest	11/30/2023	89786MAH7	0.00	True Sky Credit Union 4.5 11/30/2027		0.00	5,535.12	0.00	5,535.12
Interest	11/30/2023	32024DAC0	0.00	First Financial 4.45 2/8/2028		0.00	910.73	0.00	910.73
Interest	11/30/2023	82671DAB3	0.00	Signature Federal Credit Union 4.4 1/31/2028		0.00	900.49	0.00	900.49
Interest	11/30/2023	01882MAC6	0.00	Alliant Credit Union 5 12/30/2027		0.00	1,053.15	0.00	1,053.15
Interest	11/30/2023	22258JAB7	0.00	County Schools FCU 4.4 9/30/2027		0.00	930.51	0.00	930.51
Interest	11/30/2023	52171MAJ4	0.00	Leaders Credit Union 5 6/30/2028		0.00	1,053.15	0.00	1,053.15
Interest	11/30/2023	86777TAA4	0.00	Sunset Science Park FCU 5 12/14/2023		0.00	1,019.18	0.00	1,019.18
Interest	11/30/2023	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	16,043.05	0.00	16,043.05
Subtotal			0.00			0.00	503,894.75		503,894.75
Total Interest/Dividends			0.00			0.00	503,894.75		503,894.75
Sell Transactions									
Matured	11/8/2023	61760ARS0	245,000.00	Morgan Stanley Private Bank 3.55 11/8/2023	0.00	245,000.00	0.00	0.00	245,000.00
Matured	11/9/2023	59452WAE8	249,000.00	Michigan Legacy Credit Union 3.45 11/9/2023	0.00	249,000.00	0.00	0.00	249,000.00
Matured	11/14/2023	06251AV31	245,000.00	Bank Hapoalim B.M. 3.5 11/14/2023	0.00	245,000.00	0.00	0.00	245,000.00
Matured	11/15/2023	20143PDV9	249,000.00	Commercial Bank Harrogate 3.4 11/15/2023	0.00	249,000.00	0.00	0.00	249,000.00
Matured	11/20/2023	50625LAK9	249,000.00	Lafayette Federal Credit Union 3.5 11/20/2023	0.00	249,000.00	0.00	0.00	249,000.00
Matured	11/29/2023	856283G59	245,000.00	State Bank of India-Chicago IL 3.6 11/29/2023	0.00	245,000.00	0.00	0.00	245,000.00
Subtotal			1,482,000.00			1,482,000.00	0.00		1,482,000.00
Withdraw	11/30/2023	31846V203	55,363.36	First American Gov Fund MM	0.00	55,363.36	0.00	0.00	55,363.36
Withdraw	11/30/2023	OAKVALLEY0670	24,630,592.83	Oak Valley Bank Cash	0.00	24,630,592.83	0.00	0.00	24,630,592.83
Subtotal			24,685,956.19			24,685,956.19	0.00		24,685,956.19



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 10/31/2023, End Date: 11/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Total Sell Transactions			26,167,956.19			26,167,956.19	0.00		26,167,956.19

John S. Webb
HC 62 Box 1065 ~ US Hwy 395 at Conway Summit
Bridgeport CA 93517-9602
760-647-6484 ~ cwebb@virginalakesresort.com

December 18, 2023

Dear Supervisor John Peters,

Carol could not log onto the meeting due to the issues with Zoom and her desktop PC. We had hoped to hear from you regarding any news on the plowing of the Virginia Lakes road to the staging area for the snowcat business this winter after your Board meeting of the 21st of November in Mammoth Lakes when the County and CalTrans District 9 attended.

We met with District Ranger Aaron Coogan late November and discussed our concerns with him including everything we have seen on social media about the plans Drew Layman has laid out for his winter business in the Virginia Lakes area and staging/parking for clients. We also mentioned that the Board was discussing the winter plowing on the 21st of November. I also provided a copy of his Special Use Permit which I received under a FOIA but it is missing "indices" listed on page 2 of the permit.

We requested a copy of Drew Layman's Operation Plan and he said he could not figure out how to attach it but did send me a "snippet" about the carpooling and parking in the staging area. I also provided a copy of this note to Aaron Coogan.

What is the possibility of getting a meeting with all those concerned as winter is fast approaching and Drew had his snowcat loaded on a trailer next to his truck and side by side the 14th of December. I know you had mentioned this some time ago but I never heard back if this would happen prior to winter.

Please let us know if and when you can get anyone maybe Forestry and Caltrans together to discuss these issues with his operation.

Apparently Paul Roten was supposed to talk about the plowing on the Lundy and Virginia Lakes roads at last Wednesday's RPAC meeting in Lee Vining and he might have some information about the Virginia Lakes road.

Sincerely,

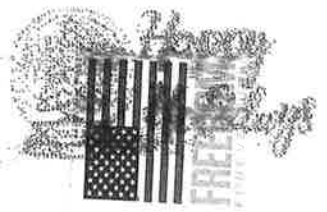


John Webb
Virginia Lakes Resort
Resident on Conway Summit

A LAKES RESORT
C 62, BOX 1065
PORT, CA 93517-9602

RENO NV 894

20 DEC 2023 P 3 L



RECEIVED

DEC 27 2023

Supervisor John Peters
P.O. Box 715
Bridgeport CA 93517-9602

ginalakesresort.com
in Service Requested

OFFICE OF THE CLERK

93517960715





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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Yosemite National Park Letter

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Thank you letter from Yosemite National Park for County support to keep the Tioga Road open following the extreme winter of 2022-23.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Letter</p>

History

Time	Who	Approval
12/27/2023 1:09 PM	County Counsel	Yes
1/3/2024 2:42 PM	Finance	Yes
1/4/2024 3:25 PM	County Administrative Office	Yes



United States Department of the Interior

NATIONAL PARK SERVICE
Yosemite National Park
P.O. Box 577
Yosemite National Park, CA 95389



December 18, 2023

Dear Mono County Board of Supervisors,

As Mono County knows all too well, the winter of 2022-2023 was epic! The National Park Service is extremely grateful for Mono County's donation of \$50,000 towards the operation of Yosemite's Tioga Road in summer 2023. The very large, late, and densest-ever snow-pack resulted in extreme avalanche hazard at Olmsted Point and the Tioga Road didn't open until July 22. When the Tioga Road opened, the Tuolumne Meadows Wastewater Treatment Plant could not operate due to the high groundwater levels: Mono County's donation was used to support vault toilets along the Tioga Road corridor which were vital to providing public sanitation and protecting park resources. Our Facilities Team particularly appreciated that vault pumping could be done by contract, reducing the strain on them during a highly stressful year with all sorts of things broken or breaking.

Thank you Mono County for supporting Yosemite National Park during this challenging year!

Sincerely,

Cicely Muldoon
Superintendent



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Community Development

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Wendy Sugimura, Community
Development Director

SUBJECT Public Hearing: Proposed Ordinance
Establishing Title 20, "Chapter 20.20
– Density Bonus Ordinance," in the
Mono County Code to Implement the
State Density Bonus Law

AGENDA DESCRIPTION:

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

Proposed ordinance establishing Title 20, "Chapter 20.20 – Density Bonus Ordinance," in the Mono County Code to Implement the State Density Bonus Law.

RECOMMENDED ACTION:

Conduct a public hearing on the proposed ordinance; and introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

FISCAL IMPACT:

None. The cost of staff time to process applications is included in the Department's budget.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760-924-1814 / wsugimura@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> staff report
<input type="checkbox"/> Ordinance
<input type="checkbox"/> Exhibit A to ordinance
<input type="checkbox"/> Public Hearing notice

History

Time	Who	Approval
12/19/2023 9:22 AM	County Counsel	Yes
1/3/2024 6:01 AM	Finance	Yes
1/3/2024 10:52 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

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

January 9, 2024

TO: The Honorable Board of Supervisors

FROM: Wendy Sugimura, Director

RE: Public Hearing: Proposed Ordinance Establishing Title 20, “Chapter 20.20 – Density Bonus Ordinance,” in the Mono County Code to Implement the State Density Bonus Law

BACKGROUND

California’s Density Bonus Law (DBL) is a mechanism that allows developers to obtain more favorable local development requirements in exchange for offering to build or donate land for affordable or senior units, and is a state mandate with which the County must comply. The intent of the DBL is to help make the development of affordable and senior housing economically feasible and includes tools beyond increased density such as reduced parking requirements, waiver requests, and concessions for deviations from development standards such as setbacks, height requirements, etc.

DISCUSSION

The County’s implementation of the State Density Bonus Law (Government Code §65915, et seq.) is generally codified in Mono County General Plan Land Use Element §04.100.C. The proposed ordinance includes detail and guidance to assist with the implementation of the DBL, such as definitions of terms, application procedures and required information, standards for affordable units, and affordability terms. In addition, the proposed ordinance incorporates changes enacted by the various housing laws passed by the State legislature in 2023.

CEQA COMPLIANCE

This ordinance establishes policies and procedures for compliance with the State’s DBL and is therefore not a project per California Environmental Quality Act (CEQA) Guidelines §15378(b)(2). Any development project applying for a density bonus under state law and this ordinance is subject to separate analysis under and compliance with CEQA as part of the approval process.

ATTACHMENTS

1. ORD24-__ Establishing Title 20, “Chapter 20.20 – Density Bonus Ordinance” of the Mono County Code.
2. ORD24-__ Exhibit A: Chapter 20.20 – Density Bonus Ordinance
3. Public Hearing Notice



ORDINANCE NO. ORD24-__

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS
ESTABLISHING TITLE 20, "CHAPTER 20.20 – DENSITY BONUS ORDINANCE," IN
THE MONO COUNTY CODE TO IMPLEMENT THE STATE DENSITY BONUS LAW**

WHEREAS, the State Density Bonus Law (DBL), currently Government Code §65915, et seq., is a state mandate with which the County must comply; and

WHEREAS, the DBL allows developers to obtain more favorable local development requirements in exchange for offering to build or donate and for affordable or senior units; and

WHEREAS, the intent of the DBL is to help make the development of affordable and senior housing economically feasible and includes tools beyond increased density such as reduced parking requirements, waiver requests, and concessions for deviations from development standards such as setbacks, height requirements, etc.; and

WHEREAS, Mono County General Plan Land Use Element §04.100.C. currently codifies compliance with the DBL; and

WHEREAS, this Ordinance, as set forth in Exhibit A, provides detail and guidance to assist with the implementation of the DBL in compliance with state law and General Plan Land Use Element §04.100.C., such as definitions of terms, application procedures and required information, standards for affordable units, and affordability terms; and

WHEREAS, this Ordinance is not a project under CEQA Guidelines §15378(b)(2) because it establishes general policy and procedures for compliance with the State Density Bonus Law, and development projects utilizing the ordinance are separately subject to CEQA compliance.

NOW, THEREFORE, BE IT ORDAINED that the Mono County Board of Supervisors hereby finds as follows:

SECTION ONE: That Chapter 20.20 of the Mono County Code entitled "Density Bonus Ordinance" is established to read as set forth in Exhibit A attached hereto and incorporated herein by this reference.

1 **SECTION TWO:** This ordinance shall become effective 30 days from the date of its
2 adoption and final passage. The Clerk of the Board of Supervisors shall post this ordinance
3 and also publish the ordinance in the manner prescribed by Government Code section 25124
4 no later than 15 days after the date of this ordinance’s adoption and final passage. If the
5 Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not
take effect until 60 days after the date of publication.

6 **APPROVED AND ADOPTED** this ___th day of January 2024, by the following vote:

7
8 **AYES** :

9 **NOES** :

10 **ABSENT** :

11 **ABSTAIN** :

12
13
14 _____
Chair

15
16
17 **ATTEST:**

APPROVED AS TO FORM:

18
19 _____
Clerk of the Board

20 _____
County Counsel

EXHIBIT A TO ORD24-___, DENSITY BONUS ORDINANCE

Chapter 20.20 – Density Bonus Ordinance

20.20.010. Title.

This chapter shall be known and may be cited as the Mono County Density Bonus Ordinance.

20.20.020. Definitions.

As used in this chapter, the following terms shall have the following meanings:

- A. "Concession" shall have the same meaning as the term "concession or incentive" pursuant to the state density bonus law, as currently defined in Government Code section 65915, subdivision (k).
- B. "Density bonus" means a density increase over the otherwise maximum allowable residential density for a housing development as of the date of application by the applicant, or, if elected by the applicant, a lesser percentage of density increase, including, but not limited to, no increase in density.
- C. "Housing development" means any of the following:
 - 1. A development project for five or more residential units, including a mixed-use development;
 - 2. A subdivision consisting of residential units or unimproved residential lots;
 - 3. A common interest development as defined in section 4100 of the Civil Code consisting of residential units or unimproved residential lots;
 - 4. A project to convert and substantially rehabilitate an existing commercial building to residential use; or
 - 5. The substantial rehabilitation of an existing structure designed for human habitation that has been divided into two or more legally created independent living quarters, where the result of the rehabilitation would be a net increase in available residential units.
- D. Identifiable and Actual Cost Reduction to Provide for Affordable Housing Cost
 - 1. An "identifiable and actual cost reduction to provide for affordable housing cost" means a reasonably quantifiable cost reduction that would be achieved for a housing development through a concession unless it can be shown by credible, substantial evidence that total cost reductions resulting from all proposed concessions would substantially exceed:

-
- a. In the case of a rental housing development, the approximate difference between the amount of the debt service that the development's affordable units will support and the cost to construct those units; and
 - b. In the case of a for-sale housing development, the approximate difference between the combined total restricted sales prices of the affordable units in the housing development and the combined unrestricted value of those units.
2. Notwithstanding the foregoing definition, an "identifiable and actual cost reduction to provide for affordable housing cost" shall be deemed to exist whenever the applicant demonstrates by credible, substantial evidence that a project at the proposed density and with the proposed level of affordability would be economically infeasible without the requested concession or concessions because of the affordable component, but would be economically feasible with the inclusion of the requested concession or concessions.
- E. "Maximum allowable residential density" means the maximum residential density allowed for a housing development under applicable county policies. In case of any conflict between the land use element of the general plan and any zoning regulation, if applicable, the greater density shall prevail. For purposes of this definition, residential density shall be calculated based upon the gross acreage of a housing development, regardless of how it may be calculated by the county for other purposes. If a housing development is proposed to be located on any property that includes a parcel or parcels for which no maximum density is established, then the maximum allowable residential density for the housing development shall be the base density as established by the applicant pursuant to Section 20.20.050.C of this code.
- G. "Reasonable documentation to establish eligibility for a concession" means a credible written explanation or other documentation demonstrating to the reasonable satisfaction of the community development director or designee that a concession will achieve an identifiable and actual cost reduction to provide for affordable housing cost.
- H. "State density bonus law" means Government Code section 65915, et seq., as the same may be renumbered or amended from time to time.

20.20.030 Application of this chapter.

This chapter shall apply to any housing development that is entitled to receive a density bonus pursuant to the state density bonus law.

20.20.040 Adoption of state density bonus law.

The state density bonus law is hereby adopted by reference.

20.20.050 Application Procedures.

- A. A density bonus request shall be considered by the approval authority for the housing development. An applicant for a density bonus pursuant to the state density bonus law shall submit a density bonus report together with the application for the housing development. The community development director or designee shall ensure that all application checklists made available by the county to applicants for housing development projects contain a reference to this section or attach a density bonus report form that applicants may use. The density bonus report form shall contain the following information:
1. The basis under the state density bonus law on which the applicant is claiming a density bonus;
 2. An identification of the maximum density bonus to which the housing development is entitled on the basis requested;
 3. An identification of any concession(s) sought and reasonable documentation to establish eligibility for the concession(s);
 4. An identification of any waiver(s) sought;
 5. If the housing development is proposed on any property that includes a parcel or parcels with existing dwelling units or dwelling units that have been vacated or demolished in the five-year period preceding the application, an explanation of how the project meets the state density bonus law's replacement housing requirements, if applicable, currently codified at Government Code section 65915, subdivision (c)(3); and
 6. An identification of any parking reduction sought pursuant to the state density bonus law.
- B. If the applicant's proposal for concessions or waivers changes after the application is complete, the applicant shall submit an amended density bonus report that includes all the information required under subdivision (A) above.
- C. If the housing development is proposed to be located on any property that includes a parcel or parcels for which no maximum density is established by the general plan or zoning, then the applicant shall determine a base density for the housing development by determining the maximum number of units that could be provided by a hypothetical housing development consistent with all applicable development standards. The average unit size for the hypothetical housing development shall be at least as large as the average unit size for the housing development proposed. The density bonus report for the housing development shall include calculations

and rough drawings for the hypothetical housing development used to determine the base density.

- D. If the density bonus report submitted for a housing development is incomplete, county planning staff shall provide the applicant notice of such incompleteness pursuant to the Permit Streamlining Act, Government Code section 65920, et seq.
- E. If it is unclear why any development standard from which a waiver is sought would have the effect of physically precluding the construction of the housing development at the density and with any concession(s) or parking ratio reduction sought, then county planning staff shall be entitled to request an explanation before or after the application for the housing development project is accepted as complete, pursuant to Government Code section 65944. This can be done, for example, by identifying on a plan sheet the proposed unit(s) or portions of proposed unit(s) that would have to be eliminated to comply with the development standard.
- F. If a proposed housing development would be inconsistent with the state density bonus law, then county planning staff shall provide the applicant notice of such inconsistency pursuant to the Housing Accountability Act, Government Code section 65589.5.

20.20.060 Standards.

Unless the approval authority grants an exception to any of these requirements for good cause shown, affordable units provided to meet state density bonus law requirements shall be comparable in size and material to market rate units in the same housing development, shall be dispersed throughout the housing development, and shall be indistinguishable from market rate units from the exterior of the units.

20.20.070 Affordable housing agreements.

- A. Affordable rental units provided by a housing development to meet the requirements of this chapter shall be subject to an affordable housing agreement recorded against the housing development with a 55-year term commencing upon the issuance of certificates of occupancy; provided that a longer period shall apply if required by another public financing source or law. The form of the affordable housing agreement shall be approved by county counsel.
- B. For-sale affordable units provided by a housing development to meet both the requirements of the state density bonus law and applicable housing mitigation requirements shall be subject to a recorded affordable housing agreement approved as to form by county counsel. The affordable housing agreement shall, at a minimum, require that:

-
1. Each for-sale affordable unit shall be sold to an income qualified household at an affordable housing cost, as defined in the affordable housing agreement; and
 2. Each for-sale affordable unit shall be sold to the initial purchaser subject to a recorded resale restriction agreement approved as to form by county counsel, which shall:
 - a. Have a 45-year term or a longer term if required by another public financing source or law;
 - b. Restrict the resale price of the unit to an affordable housing cost, as defined in the resale restriction agreement; and
 - c. Require that if the unit is sold to a subsequent purchaser during the term of the agreement, the purchaser shall purchase the unit subject to a resale restriction agreement approved as to form by county counsel with a new 45-year term or a longer term if required by another public financing source or law.
- C. Unless otherwise required by another public financing source or law, a for-sale unit provided to meet state density bonus law requirements that is not necessary to meet the county's housing mitigation requirements shall be sold to an income qualified household subject to an equity sharing agreement as set forth in the state density bonus law.
- D. Nothing herein shall be construed to prevent a for-sale affordable unit from being sold to a nonprofit housing corporation when expressly authorized by state law.

MONO COUNTY PLANNING COMMISSION

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

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

Date: December 18, 2023

To: The Mammoth Times

From: Heidi Willson

Re: Legal Notice for the **December 21** issue.

Invoice: Deanna Tuetken, PO Box 347, Mammoth Lakes, CA 93546

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Supervisors will conduct a public hearing on **January 9, 2024**. The meeting will be accessible remotely by livecast at <https://monocounty.zoom.us/j/86184622677> or in person at the Board of Supervisors Chambers, Mono County Courthouse, Bridgeport, CA, to consider the following: **No earlier than 9:30 a.m. Ordinance Establishing Title 20, “Chapter 20.20 – Density Bonus Ordinance” of the Mono County Code.** The proposed ordinance includes detail and guidance to assist with the implementation of the State Density Bonus Law, such as definitions of terms, application procedures and required information, standards for affordable units, and affordability terms. This Ordinance is not a project under CEQA Guidelines §15378(b)(2) because it establishes general policy and procedures for compliance with state law, and development projects utilizing the ordinance are separately subject to CEQA compliance. Materials are available for public review at the Community Development Department offices in Bridgeport and Mammoth Lakes. For more information call 760.924.1800. INTERESTED PERSONS may appear before the Board to present testimony or, prior to or at the hearing, file written correspondence with: Mono County Community Development Department, PO Box 347, Mammoth Lakes, CA 93546, or via email at cddcomments@mono.ca.gov. 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 at, or prior to, the public hearing.

###



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Clerk of the Board

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Queenie Barnard, Clerk-Recorder-
Registrar

SUBJECT Annual Appointments of Supervisors
to Boards, Commissions, and
Committees for 2024

AGENDA DESCRIPTION:

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

Mono County Supervisors serve on various boards, commissions, and committees for one-year terms that expired on December 31, 2023. Each January, the Board of Supervisors makes appointments for the upcoming year.

RECOMMENDED ACTION:

Appoint Supervisors to boards, commissions, and committees for 2024.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7609325535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Committee List
2023 Committee List by Supervisor

History

Time	Who	Approval
12/14/2023 2:16 PM	County Counsel	Yes
1/3/2024 5:49 AM	Finance	Yes

1/3/2024 2:47 PM

County Administrative Office

Yes

MONO COUNTY BOARD OF SUPERVISORS 2023 BOARD / COMMISSION / COMMITTEE MEMBERSHIP LIST

Date of Appointment: January 3, 2023

Term Expires: December 31, 2023

AIRPORT LAND USE COMMISSION

<https://monocounty.ca.gov/aluc>;

Wendy Sugimura, Mono County Community Development, wsugimura@mono.ca.gov, 760-924-1810

- ✚ John Peters, Supervisor
- ✚ Jennifer Kreitz, Supervisor
- ✚ Lynda Salcido, Supervisor Alternate

BEHAVIORAL HEALTH ADVISORY BOARD

<https://monocounty.ca.gov/behavioral-health/page/advisory-board>;

Amanda Greenberg, Mono County Behavioral Health, agreenberg@mono.ca.gov, 760-924-1740

- ✚ Lynda Salcido, Supervisor
- ✚ Jennifer Kreitz, Supervisor Alternate

CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC)

www.csac.counties.org;

Korina Jones, CSAC, kjones@counties.org, 916-327-7500

- ✚ John Peters, Supervisor
- ✚ Jennifer Kreitz, Supervisor Alternate

CENTRAL NEVADA REGIONAL WATER AUTHORITY (CNRWA)

<https://cnrwa.com>;

Jeff Fontaine, Executive Director, ccjfontaine@gmail.com, 775-443-7667

- ✚ John Peters, Supervisor

MONO COUNTY CHILDREN AND FAMILIES COMMISSION (FIRST 5)

<https://www.first5mono.org>;

Molly DesBaillets, First 5, mdesbaillets@monocoe.org, 760-924-7626

- ✚ Bob Gardner, Supervisor

MONO COUNTY COLLABORATIVE PLANNING TEAM

<https://monocounty.ca.gov/cpt>;

Heidi Willson, Mono County Community Development, hwillson@mono.ca.gov, 760-924-1804

- ✚ Bob Gardner, Supervisor
- ✚ Lynda Salcido, Supervisor Alternate

COMMUNITY CORRECTIONS PARTNERSHIP

<https://monocounty.ca.gov/probation/page/community-corrections-partnership-ccp>;

Jeff Mills, Mono County Probation Department, jlmills@mono.ca.gov, 760-932-5570

- ✚ Jennifer Kreitz, Supervisor
- ✚ Rhonda Duggan, Supervisor Alternate

EASTERN SIERRA CHILD SUPPORT REGIONAL OVERSIGHT COMMITTEE

<https://www.inyocounty.us/services/eastern-sierra-child-support-services>;

Amy Weurdig, Eastern Sierra Child Support Services Weurdig.amy@inyo.cse.ca.gov, 866-901-3212

Samantha Rottner, Program Manager Rottner Samantha@inyo.cse.ca.gov

- ✚ Rhonda Duggan, Supervisor (Current Board Chair)

EASTERN SIERRA COUNCIL OF GOVERNMENTS

<http://escog.ca.gov>;

Elaine Kabala, ESCOG Administrative Services Contractor, ekabala@escog.ca.gov; 323-652-0390

- ✚ Lynda Salcido, Supervisor
- ✚ Bob Gardner, Supervisor
- ✚ Jennifer Kreitz, Supervisor Alternate
- ✚ John Peters, Supervisor Alternate

EASTERN SIERRA TRANSIT AUTHORITY (ESTA)

<https://www.estransit.com/>;

Phil Moores, Executive Director, pmoores@estransit.com, 760-872-1901

- ✚ Bob Gardner, Supervisor
- ✚ Rhonda Duggan, Supervisor

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

<https://www.gbuapcd.org/>;

Tori DeHaven, Clerk of the Board, tdehaven@gbuapcd.com, 760-872-8211

- ✚ Rhonda Duggan, Supervisor
- ✚ Lynda Salcido, Supervisor
- ✚ Bob Gardner, Supervisor Alternate

INTER-AGENCY VISITORS' CENTER BOARD OF DIRECTORS

Julie Hall, Mt. Whitney Ranger District Julie.hall2@usda.gov 760-876-6200

- ✚ Bob Gardner, Supervisor

JUVENILE JUSTICE COORDINATING COUNCIL

Jeff Mills, Mono County Probation Department, jmills@mono.ca.gov, 760-932-5570

- ✚ Bob Gardner, Supervisor

MONO COUNTY LAW LIBRARY

<https://www.monocolibraries.org/programs/law-library>;

Mono County Library / Law Library 760-934-8670, Mono County Counsel 760-924-1700

- ✚ Rhonda Duggan, Supervisor (Current Board Chair)

LOCAL AGENCY FORMATION COMMISSION (LAFCO)

<https://monocounty.ca.gov/lafco>;

Wendy Sugimura, Mono County Community Development, wsugimura@mono.ca.gov, 760-924-1810

- ✚ Bob Gardner, Supervisor
- ✚ Jennifer Kreitz, Supervisor
- ✚ Rhonda Duggan, Supervisor Alternate

MONO COUNTY LOCAL TRANSPORTATION COMMISSION (LTC)

<https://monocounty.ca.gov/ltc>;

Heidi Willson, Mono County Community Development, hwillson@mono.ca.gov, 760-924-1804

- ✚ John Peters, Supervisor
- ✚ Jennifer Kreitz, Supervisor
- ✚ Rhonda Duggan, Supervisor
- ✚ County Administrative Officer, Alternate

MAMMOTH LAKES HOUSING

<http://mammothlakeshousing.org/>;

Patricia Robertson, Executive Director, Patricia@MammothLakesHousing.org, 760-934-4740

- ✚ Jennifer Kreitz, Supervisor
- ✚ Lynda Salcido, Supervisor Alternate

MAMMOTH MOUNTAIN SKI AREA LIAISON COMMITTEE

- ✚ Bob Gardner, Supervisor
- ✚ Lynda Salcido, Supervisor

NATIONAL ASSOCIATION OF COUNTIES (NACo)

<https://www.naco.org/>; membership@naco.org, 888-407-6226

- ✚ John Peters, Supervisor
- ✚ Jennifer Kreitz, Supervisor Alternate

RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC) / GOLDEN STATE FINANCE AUTHORITY (GSFA) / GOLDEN STATE CONNECT AUTHORITY (GSCA) / ENVIRONMENTAL SERVICES JOINT POWER AUTHORITY (ESJPA)

<http://www.rcrcnet.org/>;

Maggie Chui, RCRC, MChui@rcrcnet.org, 916-447-4806

- ✚ Rhonda Duggan, Supervisor
- ✚ John Peters, Supervisor Alternate
- ✚ Justin Nalder, ESJPA Alternate

SIERRA NEVADA CONSERVANCY

<https://sierranevada.ca.gov>

Matt Driscoll, East Area Representative: Alpine, Inyo, Mono counties, matt.driscoll@sierranevada.ca.gov, 760-636-8296

Tristyn Armstrong, Administrative Officer, tristyn.armstrong@sierranevada.ca.gov, 530-823-4700

- ✚ Jennifer Kreitz, Supervisor
- ✚ John Peters, Supervisor Alternate

TOWN-COUNTY LIAISON COMMITTEE

[https://www.townofmammothlakes.ca.gov/593/Town-Council-Liaison-Committees](https://www.townofmammothlakes.ca.gov/593/Town-Council-Liaison-Committees;);

Angela Plaisted, aplaisted@townofmammothlakes.ca.gov, 760-965-3600

- ✚ Jennifer Kreitz, Supervisor
- ✚ Lynda Salcido, Supervisor
- ✚ County Administrative Officer
- ✚ Rhonda Duggan, Supervisor Alternate

MONO COUNTY TREASURY OVERSIGHT COMMITTEE

<https://monocounty.ca.gov/tax/page/treasury-oversight-committee>;

Mono County Treasurer – Tax Collector, treasurer@mono.ca.gov, 760-932-5480

- ✚ Jennifer Kreitz, Supervisor
- ✚ Bob Gardner, Supervisor Alternate

TRI-VALLEY GROUNDWATER MANAGEMENT DISTRICT

<http://tvgmd.org/>;

Carol Ann Mitchell, Chairperson, rick.and.carol.ann@gmail.com

Geri Bassett, Board Member/Secretary, secretary@tvgmd.org

- ✚ Rhonda Duggan, Supervisor (District 2)

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM JOINT POWERS
AUTHORITY**

<https://yarts.com/>;

Jose Perez, Transit Administrative Assistant, jose.perez@mcagov.org, 209-723-3153 ext. 800

Tara Rodríguez, Staff Services Analyst I, tara.rodriguez@mcagov.org 209-723-3100 ext. 809

Lucia Huerta, Transit Administrative Assistant. lucia.huerta@mcagov.org 209-723-3100 ext. 500

✚ Bob Gardner, Supervisor

✚ Lynda Salcido, Supervisor

MONO COUNTY BOARD MEMBERS **APPOINTED TO COMMISSIONS & COMMITTEES 2023**

JENNIFER KREITZ – SUPERVISOR DISTRICT #1

Airport Land Use Commission
Behavioral Health Advisory Board - Alternate
California State Association of Counties (CSAC) – Alternate
Community Corrections Partnership
Eastern Sierra Council of Governments – Alternate
Local Agency Formation Commission (LAFCO)
Local Transportation Commission, Mono County (LTC)
Mammoth Lakes Housing
National Association of Counties – Alternate
Sierra Nevada Conservancy
Town-County Liaison Committee
Treasury Oversight Committee, Mono County

RHONDA DUGGAN – SUPERVISOR DISTRICT #2

Community Corrections Partnership – Alternate
Eastern Sierra Child Support Regional Oversight Committee
Eastern Sierra Transit Authority (ESTA)
Great Basin Unified Air Pollution Control District
Law Library, Mono County
Local Agency Formation Commission (LAFCO) - Alternate
Local Transportation Commission, Mono County (LTC)
Rural County Representatives of California (RCRC) / GSFA / GSCA / ESJPA
Town-County Liaison Committee – Alternate
Tri-Valley Groundwater Management District

BOB GARDNER – SUPERVISOR DISTRICT #3

Children and Families Commission (First 5), Mono County
Collaborative Planning Team, Mono County
Eastern Sierra Council of Governments
Eastern Sierra Transit Authority (ESTA)
Great Basin Unified Air Pollution Control District – Alternate
Inter-Agency Visitor's Center Board of Directors
Juvenile Justice Coordinating Council
Local Agency Formation Commission (LAFCO)
Mammoth Mountain Ski Area Liaison Committee
Treasury Oversight Committee, Mono County – Alternate
Yosemite Area Regional Transportation System Joint Powers Authority (YARTS)

JOHN PETERS – SUPERVISOR DISTRICT #4

Airport Land Use Commission

California State Association of Counties (CSAC)

Central Nevada Regional Water Authority (CNRWA)

Eastern Sierra Council of Governments – Alternate

Local Transportation Commission, Mono County (LTC)

National Association of Counties (NACo)

Rural County Representatives of California (RCRC) / GSFA / GSCA / ESJPA –
Alternate

Sierra Nevada Conservancy - Alternate

LYNDA SALCIDO – SUPERVISOR DISTRICT #5

Airport Land Use Commission - Alternate

Behavioral Health Advisory Board

Collaborative Planning Team, Mono County – Alternate

Eastern Sierra Council of Governments

Great Basin Unified Air Pollution Control District

Mammoth Lakes Housing – Alternate

Mammoth Mountain Ski Area Liaison Committee

Town-County Liaison Committee

Yosemite Area Regional Transportation System Joint Powers Authority (YARTS)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Emergency Management

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Chris Mokracek, Director of
Emergency Management

SUBJECT Appointment of Emergency Standby
Officials

AGENDA DESCRIPTION:

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

Presentation regarding the appointment of Emergency Standby Officials pursuant to the California Emergency Services Act to ensure continuity of county government in the event that conditions of disaster prevent one or more members of the Board of Supervisors, or the County Administrative Officer, from carrying out their official duties.

RECOMMENDED ACTION:

Receive information from staff regarding the appointment of Emergency Standby Officials and give direction regarding whether to modify any of the first alternate appointments made by the Board in 2023, as follows and memorialized in Minute Order 23-098: District 1 - Patricia Robertson, District 2 - Kathryn Peterson, District 3 - Paul McFarland, District 4 - Jeff Simpson, and District 5 - Stacy Corless.

FISCAL IMPACT:

None.

CONTACT NAME: Chris Mokracek

PHONE/EMAIL: 7609244633 / cmokracek@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Minute Order

History

Time	Who	Approval
12/21/2023 4:37 PM	County Counsel	Yes
1/2/2024 10:16 AM	Finance	Yes
1/2/2024 11:47 PM	County Administrative Office	Yes



MONO COUNTY
OFFICE OF EMERGENCY MANAGEMENT



TO: Mono County Board of Supervisors

FROM: Chris Mokracek, Director of Emergency Management

DATE: January 9, 2024

RE: Emergency Standby Officials

Recommended Action:

Receive information from staff regarding the appointment of Emergency Standby Officials and give direction regarding whether to modify any of the first alternate appointments made by the Board in 2023, as follows and memorialized in Minute Order 23-098: District 1 - Patricia Robertson, District 2 - Kathryn Peterson, District 3 - Paul McFarland, District 4 - Jeff Simpson, and District 5 - Stacy Corless.

Discussion:

California Government Code Section 8638 authorizes the Board to appoint Emergency Standby Officials to provide for the continuance of the legislative and executive departments of the County during a state of war emergency or a state of emergency or a local emergency. The Code allows for three Emergency Standby Officials for each Board member as well as for the County Administrative Officer. Government Code section 8636 authorizes the appointment of emergency standby officials, who can act when the official is unavailable, which means that “an officer is either killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform his duties.” There are some Board actions that have a statutory timeframe. One such item is when the Director of Emergency Services declares a disaster, that declaration must be ratified by the Board within 7 days in order to be valid. The approval of Emergency Standby Officials will ensure such necessary actions in a timely manner.



R23-035

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
DESIGNATING AND APPOINTING EMERGENCY STANDBY OFFICIALS TO
SERVE IN THE EVENT A MEMBER OF THE BOARD OF SUPERVISORS OR THE
COUNTY ADMINISTRATIVE OFFICER IS UNAVAILABLE TO SERVE
PURSUANT TO THE CALIFORNIA EMERGENCY SERVICES ACT**

WHEREAS, the California Emergency Services Act (CESA), authorizes the governing bodies of local agencies to appoint three standby officers for each member of the governing body and for the chief executive, in order to provide for the continuance of the legislative and executive departments of local government during a state of emergency, local emergency or state of war emergency where the member is unavailable to serve; and

WHEREAS, standby officers, in the order in which they are designated (i.e., 1, 2, or 3) must fill the post for which he or she has been appointed when the regular officer unavailable; and

WHEREAS, the CESA defines unavailable as “killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform his or her duties during a declared state of war emergency, a state of emergency or a local emergency”; and

WHEREAS, the Board of Supervisors wishes to designate and appoint standby officials as provided in the CESA;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:

SECTION ONE: Standby Officials for the posts of Supervisor and County Administrative Officer are hereby designated and appointed as follows:

Supervisor, District 1

1. As per most recent minute order of the Board
2. Mono County Finance Director
3. Social Services/Public Health Director

1 Supervisor, District 2

- 2 1. As per most recent minute order of the Board
3 2. Public Works Director
4 3. Community Development Director

5 Supervisor, District 3

- 6 1. As per most recent minute order of the Board
7 2. Mono County Sheriff
8 3. Public Works Director

9 Supervisor, District 4

- 10 1. As per most recent minute order of the Board
11 2. Mono County Assessor
12 3. Mono County District Attorney

13 Supervisor, District 5

- 14 1. As per most recent minute order of the Board
15 2. Mono County Economic Development Director
16 3. Mono County Behavioral Health Director

17 County Administrative Officer

- 18 1. Assistant County Administrative Officer (or any Deputy Administrative Officer)
19 2. Mono County Chief People Officer
20 3. Mono County Information Technology Director

21 **SECTION TWO:** Each standby officer shall take the oath of office required for the
22 officer occupying the office for which he or she stands by. Persons appointed as standby
23 officers shall serve in their posts as standby officers at the pleasure of the board of
24 supervisors and may be removed and replaced at any time with or without cause.

25 **SECTION THREE:** Each standby officer shall have the following duties:

- 26 A. To inform himself or herself of the duties of the office for which the officer
27 stands by. Officers and employees of the County shall assist the standby officer
28 and the County shall provide each standby officer with a copy of Article 15,
29 Chapter 7, Division 1 of the California Government Code "Preservation of Local
30 Government".
- 31 B. To keep informed of the business and affairs of the County to the extent
32 necessary to enable the standby officer to fill his or her post competently. For
this purpose, the County may arrange information meetings and require
attendance.
- C. To immediately report himself or herself ready for duty in the event of a state of
war emergency or in the event of a state of emergency or a local emergency at

1 the place and in the method previously designated by the County.

2 D. To fill the post for which he or she has been appointed when the regular officer is
3 unavailable during a state of war emergency, a state of emergency or a local emergency.
4 Standby officers Nos. 2 and 3 shall substitute in succession for standby officer No. 1 in
5 the same way that standby officer No. 1 is substituted in place of the regular officer. The
6 standby officer shall serve until the regular officer becomes available or until the
7 election or appointment of a new regular officer.

8 **SECTION FOUR:** Should all members of the board of supervisors, including all
9 standby members, be unavailable, temporary officers shall be appointed to serve until a
10 regular member or a standby member becomes available or until the election or
11 appointment of a new regular or standby member. Temporary officers shall be appointed
12 as follows:

- 12 A. By the chair of the board of supervisors, and if he is unavailable,
13
14 B. By the chair of the board of supervisors of any other county within 150 miles of
15 the County, beginning with the nearest and most populated county and going to
16 the farthest and least populated, and if he or she is unavailable,
17
18 C. By the mayor of any city within 150 miles of the County, beginning with the
19 nearest and most populated city and going to the farthest and least populated.

18 **SECTION FIVE:** In the event the California Emergency Services Act is amended or
19 updated in the future, resulting in a conflict between the provisions of this Resolution
20 and the CESA, the CESA shall govern.

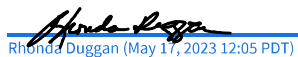
21 **PASSED, APPROVED and ADOPTED** this 16th day of May 2023, by the following
22 vote, to wit:

23
24 **AYES:** Supervisors Duggan, Gardner, Kreitz, and Salcido.

25 **NOES:** None.

26 **ABSENT:** Supervisor Peters.

27 **ABSTAIN:** None.

28 
Rhonda Duggan (May 17, 2023 12:05 PDT)

29 Rhonda Duggan, Chair
30 Mono County Board of Supervisors

31 ATTEST:

32 APPROVED AS TO FORM:



Clerk of the Board



Stacey Sirron (May 17, 2023 09:51 PDT)

County Counsel

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M23-098	Appointment of Emergency Standby Officials Appointed Patricia Robertson to serve as the first alternate for Supervisorial District 1, Kathryn Peterson as the first alternate for Supervisorial District 2, Paul McFarland as the first alternate for Supervisorial District 3, Jeff Simpson as the first alternate for Supervisorial District 4 and Stacy Corless as the first alternate for Supervisorial District 5.	5/16/23
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**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: County Administrative Office

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sandra Moberly, County
Administrative Officer

SUBJECT Letter to Inyo National Forest (INF)
Regarding Gull Lake Park Land
Trade

AGENDA DESCRIPTION:

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

Presentation by County Administrative Officer regarding letter of interest to the Inyo National Forest in acquiring the land under Gull Lake Park.

RECOMMENDED ACTION:

Approve proposed letter to the Inyo National Forest. Provide any desired direction to staff.

FISCAL IMPACT:

No immediate fiscal impact. However, if the transfer is successful, the community acquires an important asset and with it the County accepts responsibility for any future maintenance costs, if any.

CONTACT NAME: Mary Booher

PHONE/EMAIL: 760-932-5415 / mbooher@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Letter

History

Time	Who	Approval
1/3/2024 4:59 PM	County Counsel	Yes
1/3/2024 2:18 PM	Finance	Yes

1/3/2024 10:50 PM

County Administrative Office

Yes



Jennifer Kreitz-District One Rhonda Duggan-District Two Bob Gardner-District Three
John Peters-District Four Lynda Salcido-District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Queenie Barnard, Clerk of the Board

January 9, 2023

Jennifer M. Eberlien
United States Forest Services
Regional Office
1323 Club Drive
Vallejo, CA 94592

Dear Ms. Eberlien,

Mono County, California is requesting the initiation of a land transfer between the U.S. Forest Service (USFS or Forest Service) and the County. Specifically, we are seeking the Forest Service's cooperation in transferring a USFS parcel containing Gull Lake Park, located in the County near June Lake. In discussions with the Forest Service, they have been amenable to this transfer.

Though there have been several discussions with Inyo National Forest staff on this transfer, please consider this our formal request to initiate the process. We are not aware of any obstacles that may exist and are hopeful that this can be completed as quickly as possible. Most recently, the Forest Service has informed us that the transfer application was sitting with the Region Five Regional Land Adjustment Team (RLAT). However, the USFS was unable to provide an indication of where the request fell on the RLAT's priority list. We would of course appreciate expedient consideration of this request by USFS staff – subject to all applicable laws and regulations. The transfer in question is non-controversial and would not result in a change in land use for the parcel. It would simply allow for more efficient management of the land and allow the Forest Service to better focus their resources on management of lands that retain National Forest character.

We would request that you encourage staff to prioritize the transfer of the Gull Lake Park parcel on the Region 5 RLAT's priority list. We are hopeful that prioritizing the request will ultimately lead to its approval by the Forest Service. The transfer is non-controversial and is supported by a broad array of stakeholders across the County.

Thank you for your consideration.

Sincerely,

The County of Mono Board of Supervisors



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Clerk of the Board, Sponsored by Supervisor Gardner

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Supervisor Gardner

SUBJECT Letter of Support for Whitebark Institute's Grant Application

AGENDA DESCRIPTION:

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

Letter of support for the Whitebark Institute's grant application for the Eastern Sierra Climate & Communities Resilience Project (ESCCRP).

RECOMMENDED ACTION:

To approve the letter of support and to approve the Board Chair to execute letter on behalf of the Mono County Board of Supervisors.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7609325535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
1/2/2024 12:57 PM	County Counsel	Yes
1/3/2024 2:43 PM	Finance	Yes
1/3/2024 2:53 PM	County Administrative Office	Yes



Jennifer Kreitz-District One Rhonda Duggan-District Two Bob Gardner-District Three
John Peters-District Four Lynda Salcido-District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Queenie Barnard, Clerk of the Board

CAL FIRE
Forest Health Program
1416 9th Street
PO Box 944246
Sacramento, CA 94244-2460

January 9, 2024

Attention: Matthew Reischman
Deputy Director, Resources Management
California Department of Forestry and Fire Protection

RE: Support for the Whitebark Institute's grant application for the Eastern Sierra Climate & Communities Resilience Project (ESCCRP): Phase I Priority Acres

The Mono County Board of Supervisors submits this letter to express support for the Whitebark Institute's grant application for the Eastern Sierra Climate & Communities Resilience Project (ESCCRP) Phase I Priority Acres, which will build on several years of planning efforts on the Inyo National Forest and non-federal lands to improve forest and community resilience in the eastern Sierra Nevada.

The ESCCRP is a landscape-scale forest restoration project surrounding the Town of Mammoth Lakes in the Upper Owens watershed. These uncharacteristically overstocked headwater forests are declining in function due to more than a century of successful fire suppression now exacerbated by climate change. The ESCCRP is part of a National effort to promote resilient landscapes, create fire adapted communities, increase public and firefighter safety, and protect the irreplaceable ecosystem services upon which humankind depends. Funding from CAL FIRE would enable implementation of at least 2,000+ acres in the highest priority areas within this landscape.

The Eastern Sierra Nevada is a remote and unique region of California comprised of rugged mountains, high desert, and rural communities. The region is a year-round tourist destination, supporting rural communities via a robust recreation and tourism economy which is largely dependent on healthy forests. The headwater forests of the ESCCRP watersheds provide vital water resources for local communities, the Central Valley, and the City of Los Angeles, and are home to an abundance of terrestrial and aquatic species. Declining forest health, coupled with a rapidly intensifying wildfire trajectory fueled by climate change, underscores the imperative to protect the ecological and economic resources of the region.

The ESCCRP – Phase I Priority Acres is the next step to continue restoring forest health within this important landscape. The minimum 2,000+ acres proposed would provide forest health treatments in high wildfire hazard in close proximity to the Town of Mammoth Lakes. Implementation of these acres would allow for immediate action towards restoring forest health and reducing the risk of unnaturally large high severity wildfires by addressing units with heavy fuel loads in strategic locations. The ESCCRP – Phase I Priority Acres is an opportunity for CAL FIRE to continue to serve as an active partner in the Eastern Sierra on our continued journey to achieve regional resilience.

Proactive management of forests is our only hope to ward off catastrophic loss of these irreplaceable habitats and the multitude of co-benefits that headwater forests provide. We strongly urge CAL FIRE to consider this application as a pivotal opportunity to continue forest health restoration and promote resilience in the Eastern Sierra.

Sincerely,

John Peters
Board Chair
Mono County Board of Supervisors



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: County Administrative Office

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sandra Moberly, County
Administrative Officer

SUBJECT Update on Bridgeport Post Office

AGENDA DESCRIPTION:

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

Update on the current status of the Bridgeport Post Office.

RECOMMENDED ACTION:

Informational only. Provide desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 7609325535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
1/4/2024 8:50 AM	County Counsel	Yes
1/4/2024 11:57 AM	Finance	Yes
1/4/2024 12:20 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

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): Sandra Moberly, Mary Booher, Stacey Simon, Janet Dutcher, Jay Sloane, Christine Bouchard, 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:

Click to download
No Attachments Available

History

Time	Who	Approval
12/14/2023 2:14 PM	County Counsel	Yes
1/2/2024 10:15 AM	Finance	Yes
1/2/2024 11:38 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9.
Name of case: Workers' Compensation Claim of Donald Starks.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
12/14/2023 2:16 PM	County Counsel	Yes
12/6/2023 11:54 AM	Finance	Yes
12/25/2023 7:23 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

TIME REQUIRED

SUBJECT Closed Session - Public Employment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
12/27/2023 1:02 PM	County Counsel	Yes
12/27/2023 1:03 PM	Finance	Yes
12/27/2023 1:03 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

 Print

MEETING DATE January 9, 2024

TIME REQUIRED

SUBJECT Closed Session - Public Employee
Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

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.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Elections

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Queenie Barnard, Clerk-Recorder-
Registrar

SUBJECT Election Education Series Part 1:
Voter Registration and Primary
Election Voting

AGENDA DESCRIPTION:

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

In anticipation of the upcoming March 5, 2024, Presidential Primary Election, the Mono County Registrar will be presenting a four-part Election Education Series to the Board of Supervisors and public. Part 1 of the series will review Voter Registration and Primary Election Voting.

RECOMMENDED ACTION:

None, informational only. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Staff Report</p>

History

Time	Who	Approval
12/26/2023 3:20 PM	County Counsel	Yes
1/2/2024 9:57 AM	Finance	Yes

1/2/2024 11:39 PM

County Administrative Office

Yes



**CLERK – RECORDER – REGISTRAR
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF MONO**

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

ClerkRecorder@mono.ca.gov • Elections@mono.ca.gov • BOS@mono.ca.gov

January 9, 2023

To: Honorable Chair and Members of the Board of Supervisors

From: Queenie Barnard, Clerk-Recorder-Registrar

Re: Election Education Series Part 1

Discussion:

In anticipation of the upcoming March 5, 2024 Presidential Primary Election, the Elections Office will be presenting a four-part Election Education Series to the Board of Supervisors and public between January-February 2024.

Election Education Series Part 1	January 9, 2024	Voter Registration and Primary Election Voting
Election Education Series Part 2	January 16, 2024	Election Technology, Security, and Observers
Election Education Series Part 3	February 6, 2024	Voting In Person at a Poll Place vs Voting by Mail
Election Education Series Part 4	February 20, 2024	Results, Canvass/Certification, Recounts, and Fraud Prevention

Please contact me if you have any questions. Thank you.

Queenie Barnard
Clerk-Recorder-Registrar
760-932-5534
qbarnard@mono.ca.gov



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Public Works - Roads

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Steve Reeves, Public Works Road
Superintendent

SUBJECT Snow Removal Priority for Mono
County Roads

AGENDA DESCRIPTION:

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

Proposed resolution establishing Snow Removal Policies, Procedures, and Priorities for County-Maintained Roads with the specific administrative changes: The snow removal priority classification for Oil Plant Road is changed from Class I to Class III.

RECOMMENDED ACTION:

Adopt proposed resolution.

FISCAL IMPACT:

No fiscal impacts as proposed. Additional revisions to the Snow Removal Policies or Priorities could cause a fiscal impact.

CONTACT NAME: Steve Reeves

PHONE/EMAIL: 760 920 7768 / sreeves@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Snow Removal Priority Resolution
Exhibit A Snow Removal Policy
Exhibit B Snow Removal Priority Map
Snow Removal Miles Table

History

Time	Who	Approval
12/21/2023 12:04 PM	County Counsel	Yes
1/2/2024 11:14 AM	Finance	Yes
1/3/2024 11:06 PM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: January 9, 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Steve Reeves, Road Operation Superintendent
Re: Review of Snow Removal Priorities

Discussion:

The Board of Supervisors annually considers policies, procedures, and priorities for the Department of Public Works' snow removal operations that are memorialized through Board Resolution, with supporting written policies and a countywide map.

The draft Board Resolution with Exhibits is included with this item. Also included is a quick-reference spreadsheet listing the roads and their respective priority, by road district. Full-size copies of the map and individual Road Area maps are available through public works.

Public Works has confirmed with the Eastern Sierra Unified School District that their bus routes have changed such that Oil Plant Road is no longer part of a bus route. Therefore, Mono County Public Works proposes that the snow removal priority classification for Oil Plant Road be changed from Class I to Class III.

We are anticipating taking direction from the Board for priorities and policy. Public Works will add or delete streets, change priorities or procedures, or make other changes as directed, for adoption into this Resolution.

Specific Administrative Changes:

Oil Plant Road in the Lee Vining Road District has been changed from Class I to Class III.

Specific Operational Changes: None

If you have any questions regarding this item, please contact me at 760.920.7768. I may also be contacted by email at sreeves@mono.ca.gov.

Respectfully submitted,

Steve Reeves

Steve Reeves
Road Operations Superintendent

Attachment: Attachment 1 – Draft Resolution
Exhibit A – Snow Removal Policies
Exhibit B – Snow Removal Priority Map



RESOLUTION NO. R24-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
RE-ESTABLISHING SNOW REMOVAL POLICIES, PROCEDURES,
AND PRIORITIES FOR COUNTY-MAINTAINED ROADS**

WHEREAS, the Mono County Board of Supervisors recognizes and confirms that snow removal activities are a critical and essential element of the County Road System; and,

WHEREAS, the Mono County Department of Public Works has been delegated the responsibility of administering a safe and expeditious snow removal program for County-maintained roads; and,

WHEREAS, to effectuate such a program, the Board of Supervisors and the Department of Public Works find it necessary to develop snow removal policies, procedures, and priorities; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby approves and adopts the “Mono County Snow Removal Policies, Procedures, and Priorities” for 2024 as specified in the attached Exhibit A and the “Snow Removal Priority Map,” attached hereto as Exhibit B.

BE IT FURTHER RESOLVED that the Board of Supervisors shall, at a minimum, review said program and map annually and make such modifications as they may deem appropriate.

APPROVED AND ADOPTED this 9th day of January 2024 by the following vote of the Board of Supervisors, County of Mono:

AYES :

NOES :

ABSENT :

ABSTAIN :

John Peters, Chair
Mono County Board of Supervisors

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ATTEST:

Approved as to Form:

Clerk of the Board

County Counsel

EXHIBIT A

MONO COUNTY SNOW REMOVAL POLICIES, PROCEDURES, AND PRIORITIES

It is the desire and intention of Mono County to provide snow removal services on paved and gravel roads within the county and to provide access to year-round residences and businesses for emergency vehicles and the public. The amount of safety and convenience to motorists in the winter varies with a number of factors such as weather conditions, the amount of snowfall, and the availability of equipment and manpower. In recognition of the County's limited resources, residents may find that at times of heavy snowfall, wind drift, or avalanche, some roads may be impassable. For the purposes of this document, the County's maintained roads have been separated into five classifications reflecting their priority status for receiving snow removal resources and effort, based on amount of traffic, type of traffic, remoteness of location, elevation, and avalanche conditions. It is not the intention of this policy to create or impose any new mandatory duties upon the County or its staff.

It is within the authority of each Road District Supervisor to maintain the roads in their districts in a reasonably safe condition according to the County's standards. As such, hazardous conditions and public complaints will normally be addressed at this level. Where situations cannot be resolved at this level or assistance is needed, the next step would be to contact the Road Operations Superintendent, followed by the Public Works Director.

SNOW REMOVAL PRIORITIES

The following section describes the County's adopted classification system for snow removal priorities on County-maintained roads. For snow removal class designations for individual County-maintained roads, refer to the most recent "Mono County Maintained Mileage" table and/or "Snow Removal Priority Map," both of which are on file at the Department of Public Works.

Class I

Class I roads are paved roads that are school bus routes and major collectors, which provide the main access for communities to the State Highway System, and County roads that serve as access to fire stations, paramedics, and the Mono County Sheriff's office. These roads will generally receive snow removal resources first and more frequently than subordinate road classifications, and it is the Department of Public Works' goal to keep them open continuously. While roads in this classification may close temporarily for public safety reasons, they will typically be the first to be re-opened. Safety devices, such as cinders and reflective tape on snow poles, may be used more extensively on these roads than for other road classifications.

Class II

Class II roads are primarily paved minor collector roads, which service communities and government offices, but carry less traffic than Class I roads and are not part of school bus routes. These are the second priority to receive snow removal resources. Snow removal efforts and application of cinders are similar to that of Class I roads, but with less frequency of resources and safety devices.

Class III

Class III roads are residential streets, cul-de-sacs, and other paved and gravel community roads. As the third priority designation, these roads generally receive snow removal as soon as all of the Class I and Class II roads have been opened and cleared. Cinders are typically used only in hazardous situations or locations, as determined by the Road District Supervisor, such as on steep grades and at intersections. Snow accumulations of less than three inches may not be plowed except during normal working hours.

Class IV

Class IV roads are other paved and gravel roads that are forest roads, remote roads serving single residences, or high mountain roads with severe snow accumulations and avalanche potential. These roads generally receive snow removal only after all of the above classes of roads are plowed and cleared, typically after the storms have passed. Snow will be removed during daylight hours only (if at all), and overtime hours are typically not authorized. These roads are subject to temporary closure or seasonal closure at the discretion of the Road Operations Superintendent or the Public Works Director, which may be the result of a series of heavy storms or presence of an avalanche hazard. Snow accumulations of six inches or less may not be plowed except during normal working hours. Cinders may be used only in hazardous situations or locations at the Road District Supervisor's discretion.

Class V

Class V roads are primarily other forest roads that are closed during the winter months. These roads receive no snow removal resources or are only opened in the spring after a substantial amount of snowpack has melted.

SNOW REMOVAL PROCEDURES

The following section describes procedures and practices for snow removal operations on County-maintained roads.

Plowing

Plowing usually begins when it appears that snowfall amounts are accumulating to the extent that use of the roads is being adversely affected and dangerous conditions may exist. A small amount of snow, such as 1-2 inches, may not warrant plowing other than during normal work hours. Road District Supervisors may monitor the amount of snowfall accumulations on roads within their jurisdictions. Snow depths of three inches or more may trigger the initiation of snow removal activities. Where existing or anticipated snowfall or high winds begin prior to 7:30 am, snow removal operations may start at or prior to 4:30 am. Starting at 4:30 am may also be required where clean-up operations have not yet been completed from a prior storm. Should questions occur, the Road District Supervisors will coordinate their snow removal operations with the Road Operations Superintendent.

When conditions require continuous plowing to keep roads open, Road District Supervisors, along with the Road Operations Superintendent, will dictate the duration of extended shift to ensure the safety of the snow removal crews and the general public. To reduce stress and

fatigue during these types of extended work shifts, a 30-minute dinner break may be implemented along with normal lunch and coffee breaks.

At the direction of the Road Operations Superintendent or the Public Works Director, deployment of personnel to districts other than their permanent work station may be necessary to provide assistance with snow removal operations where it is most needed (as determined by the County at its discretion), during extreme conditions, or when a shortage of personnel exists. Travel to and from an area other than the operator's normal reporting district is considered hours worked, and a County vehicle will be supplied. In some circumstances, a motel room and meals may be furnished.

Cinders

The purpose for placing cinders on County-maintained roads is to provide a possible additional measure of safety during very icy and/or slippery conditions, as opposed to providing convenience for motorists. Motorists should not be encouraged to rely on cinders on all roads, especially when conditions warrant the use of tire chains and/or snow tires.

The following are some examples of situations or locations where cinders should be used, which are done at the County's discretion:

- Steep hills, curves, or intersections with hard-packed snow or ice when cars can negotiate other areas without chains.
- Roads that are bare for the most part but have patches of snow or ice that may not be expected by motorists.
- Isolated patches of snow or ice that could melt faster with the application of cinders.

Most of these situations would occur after snow storms have passed and snow removal has been completed. Normally, the application of cinders should not be necessary during storms when roads are covered with fresh snow and driving conditions are more uniform and obvious to motorists, and when the use of tire chains is expected.

Snow Stakes

Snow stakes of various colors may be placed along road shoulders to provide visible guides for operators of snow removal equipment. Although they provide some delineation for motorists, the stakes are not intended to be used as traffic delineators.

Steel "U" channel posts are typically used for snow stakes. On certain residential streets, "L"-type guide posts and fiberglass whips may be used. The length of snow stakes may vary from 6 feet to 10 feet. Snow stakes are "generally" placed 2 to 4 feet from edge of pavement unless staff, at its discretion, determines that they should be a different distance. This includes locations along the road, road shoulder or directly behind curbs best determined by the Road staff. Snow poles are normally placed at intersections and at a distance of 100 feet to 250 feet apart. Snow poles may be painted yellow, safety orange or another color.

Reflective Tape

Snow poles (for Class I and Class II roads): on the side of the pole facing traffic, a 3" x 3" strip of colored reflective tape (typically blue or white) is to be placed five feet above the pavement and at the top of the post. On the side facing away from traffic, one strip is to be placed at the top of the post.

Fiberglass whips: on each whip, a 6" strip of colored reflective tape (typically blue or white) is to be wrapped around the top of the whip.

Warning Signs

The intention and purpose of warning signs is to advise motorists of unexpected conditions, when the County determines at its discretion to provide such warnings. In the winter these conditions would normally be ice and, on occasion, suspended snow removal operations.

To warn motorists of icy conditions, permanent signs reading "ROAD MAY BE ICY" may be placed on roads where slippery conditions may not be anticipated at all times. These signs should be placed (if at all) at each end of the road and at critical intermediate locations along the way. Signs should be placed 8 to 12 feet from edge of pavement. Portable temporary signs reading "ICY" may also be utilized, at the County's discretion, where an isolated extreme icy condition exists that is not addressed by permanent signs.

Permanent turn-able or temporary portable signs reading "SNOW REMOVAL SUSPENDED" may be used, at the County's discretion, at locations where plowing activities have been ceased due to the posting of severe avalanche danger advisory by the Sheriff's Department or the presence of other conditions where public and operator safety warrants the suspension of snow removal operations.

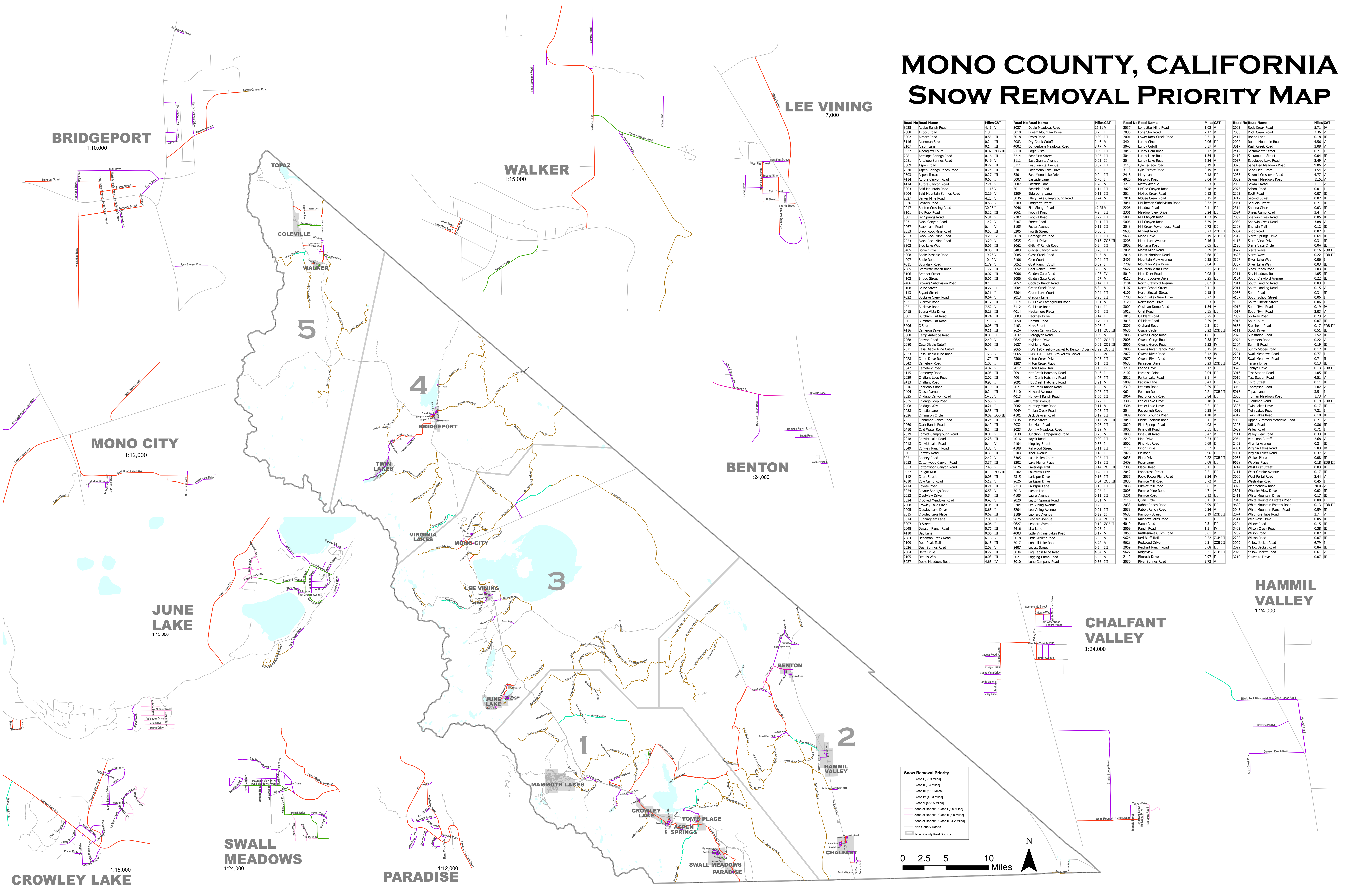
Permanent signs reading "SNOW NOT REMOVED BEYOND THIS POINT" may be used, at the County's discretion, where only a portion of the road is plowed. These signs should be placed 8 to 12 feet from the edge of pavement, adjacent to the end of the plowed section of roadway.

Permanent turn-able or temporary portable signs reading "ROAD CLOSED" may be used, at the County's discretion, when snow, avalanche, wind, or flooding conditions warrant the closure of a road or portion thereof, for the safety of the public or County employees.

Emergency Road Closures

In emergency situations, the Road Operations Superintendent, and/or the Mono County Sheriff may find it necessary to close County-maintained roads. As soon as reasonably practicable following a determination by the Road Operations Superintendent or Public Works Director that a road or roads warrant closure, notification of the road closure may be given to the Mono County Sheriff and to the California Highway Patrol.

MONO COUNTY, CALIFORNIA SNOW REMOVAL PRIORITY MAP



BRIDGEPORT
1:10,000

LEE VINING
1:7,000

WALKER
1:15,000

BENTON
1:24,000

MONO CITY
1:12,000

JUNE LAKE
1:13,000

SWALL MEADOWS
1:24,000

PARADISE
1:12,000

HAMMIL VALLEY
1:24,000

Road No	Road Name	Miles/CAT	Road No	Road Name	Miles/CAT	Road No	Road Name	Miles/CAT	Road No	Road Name	Miles/CAT
0028	Adobe Ranch Road	4.41 V	3027	Dobie Meadows Road	26.21 V	3037	Lone Star Mine Road	1.02 V	2003	Rock Creek Road	5.71 IV
0088	Airport Road	1.3 T	3010	Drum Mountain Drive	0.2 F	2036	Lone Star Road	2.12 V	2003	Rock Creek Road	2.36 V
0022	Archer Road	0.55 III	3018	Drone Road	0.30 III	2051	Lower Rock Creek Road	0.31 F	2417	Ronda Lane	0.18 III
1116	Alderman Street	0.2 III	2083	Dry Creek Cutoff	2.46 V	3044	Lundy Circle	0.06 III	2022	Round Mountain Road	4.56 V
2107	Alison Lane	0.1 III	4002	Dunderberg Meadows Road	8.47 V	3045	Lundy Cutoff	0.57 V	3017	Rush Creek Road	3.08 V
0627	Alpenlow Court	0.07 20B III	2110	Eagle Vista	0.09 III	3046	Lundy Dam Road	0.47 V	2412	Sacramento Street	0.2 I
2081	Antelope Springs Road	0.16 III	3214	East First Street	0.06 III	3044	Lundy Lake Road	1.34 I	2412	Sacramento Street	0.04 III
0081	Antelope Springs Road	9.49 V	3111	East Granite Avenue	0.02 II	3044	Lundy Lake Road	0.02 II	3037	Saddlebag Lake Road	2.49 V
2009	Aspen Road	0.22 III	3111	East Granite Avenue	0.02 III	3113	Lyle Terrace Road	0.19 III	3025	Sage Hen Meadows Road	9.06 V
2070	Aspen Springs Ranch Road	0.74 III	3301	East Mono Lake Drive	1.03 F	3113	Lyle Terrace Road	0.19 V	3019	Sand Flat Cutoff	4.54 V
2303	Aspen Terrace	0.27 III	3301	East Mono Lake Drive	0.2 III	3418	Mary Lane	0.18 III	3033	Sawmill Crossover Road	4.27 V
H114	Aurora Canyon Road	0.65 I	5007	Eastside Lane	6.76 F	4020	Masonic Road	0.04 V	3032	Sawmill Meadows Road	11.52 V
H114	Aurora Canyon Road	7.21 V	5007	Eastside Lane	1.28 V	3215	Moody Avenue	0.53 I	2090	Sawmill Road	1.11 V
3003	Bald Mountain Road	11.16 V	5011	Eastside Road	1.44 III	3029	Hester Canyon Road	0.48 V	2073	School Road	0.01 I
3004	Bald Mountain Springs Road	2.29 V	2309	Elderberry Lane	0.11 III	2014	McGee Creek Road	0.12 II	2103	Scott Road	0.07 III
2027	Baker Mine Road	4.23 V	3036	Elroy Lake Campground Road	0.24 V	2014	McGee Creek Road	1.15 V	2014	Second Street	0.07 III
2026	Baker Road	0.56 V	4109	Ernegat Street	0.5 F	2041	McPherson Subdivision Road	0.32 V	2041	Shawna Street	0.2 III
2017	Benton Crossing Road	30.26 T	2046	Fish Slough Road	17.25 V	2206	Meadow Road	0.1 III	2314	Shanna Circle	0.03 III
3001	Big Springs Road	0.12 III	2004	Foothill Road	4.2 III	2201	Meadow View Drive	0.24 V	2024	Shopp Camp Road	3.4 V
3001	Big Springs Road	5.31 V	2207	Foothill Road	1.33 IV	5005	Mill Canyon Road	1.33 IV	2088	Sherven Creek Road	0.05 III
3001	Black Canyon Road	1.42 V	3107	Forest Road	0.41 III	5005	Mill Canyon Road	6.79 V	2089	Sherven Creek Road	3.88 V
2067	Black Lake Road	0.1 V	3105	Foster Avenue	0.12 III	3048	Mill Creek Powerhouse Road	0.72 III	2108	Sherven Trail	0.12 III
2053	Black Rock Mine Road	0.53 III	3205	Fourth Street	0.06 F	0635	Minaret Road	0.23 20B III	5004	Shop Road	0.07 T
2053	Black Rock Mine Road	4.29 IV	4018	Garbage Pt Road	0.04 III	0635	Mono Drive	0.19 20B III	2212	Sierra Springs Drive	0.64 III
2053	Black Rock Mine Road	3.29 IV	0635	Garrett Drive	0.13 20B III	4137	Sierra Vista Avenue	0.16 I	4137	Sierra Vista Drive	0.1 III
3302	Blue Lake Way	0.05 III	2062	Gr-Bar-T Ranch Road	0.9 III	2802	Montana Road	0.05 III	2120	Sierra Vista Circle	0.04 III
3405	Bodie Circle	0.26 V	1403	Glacier Canyon Way	0.29 V	2034	Morris Mine Road	1.29 V	0623	Sierra Wave	0.16 20B III
3008	Bodie Masonic Road	19.26 V	2085	Glass Creek Road	0.45 V	2016	Mount Morrison Road	0.68 III	0623	Sierra Wave	0.22 20B III
0007	Bodie Road	10.42 V	2106	Glen Court	0.04 III	2405	Mountain View Avenue	0.25 III	3307	Silver Lake Way	0.06 I
0411	Boundary Road	1.79 III	3002	Goat Ranch Cutoff	0.49 I	2209	Mountain View Drive	0.84 III	1307	Silver Lake Way	0.01 III
2065	Bramlette Ranch Road	1.72 III	3052	Goat Ranch Cutoff	6.36 V	0627	Mountain Vista Drive	0.21 20B II	2063	Sipes Ranch Road	1.03 III
1106	Brenner Street	0.07 III	3006	Golden Gate Road	1.27 IV	0019	Mule Deer Road	0.08 F	2211	Sky Meadows Road	1.05 III
4102	Bridge Street	0.06 III	5006	Golden Gate Road	4.82 V	4118	North Buckley Drive	0.16 I	3104	South Crawford Avenue	0.22 III
4046	Brewer's Subdivision Road	0.1 I	2057	Goodby Ranch Road	0.44 III	3104	North Crawford Avenue	0.07 III	2011	South Landing Road	0.83 T
2108	Bruce Street	0.22 III	4004	Green Creek Road	0.8 V	4107	North School Street	0.1 V	2011	South School Street	0.15 IV
H113	Bryant Street	0.21 I	3304	Green Lake Court	0.04 III	4106	North Sinclair Street	0.15 I	2056	South School Street	0.31 III
0022	Buckeye Creek Road	0.64 V	2013	Gregory Lane	0.25 III	2208	North Valley View Drive	0.22 III	4107	South School Street	0.06 I
4021	Buckeye Road	1.17 III	3114	Gull Lake Campground Road	0.31 V	3101	Northwest Drive	0.153 I	4106	South Sinclair Street	0.05 I
4021	Buckeye Road	7.52 V	3112	Gull Lake Road	0.14 II	3002	Olefsian Dome Road	1.54 V	4017	South Twin Road	0.19 IV
2415	Buena Vista Drive	0.23 III	4014	Hackmeier Place	0.5 III	5012	Off-Road	0.35 III	4017	South Twin Road	2.03 V
0001	Burnham Flat Road	0.24 V	5003	Hacker Drive	0.14 F	3015	Oil Plant Road	0.25 III	2009	Spillway Road	0.23 V
5001	Burnham Flat Road	14.39 V	2050	Hammil Road	0.79 III	3015	Oil Plant Road	0.29 V	4015	Sour Court	0.07 III
2006	C Street	0.05 III	4103	Hans Street	0.05 III	2205	Orchard Road	0.2 III	0633	Steelhead Road	0.17 20B III
H116	Cameron Drive	0.11 III	0624	Hidden Canyon Court	0.11 20B III	0636	Osage Circle	0.22 20B III	4111	Stock Drive	0.51 III
3008	Camp Antelope Road	0.8 II	2047	Hemphill Road	0.09 V	2006	Owens Gorge Road	1.6 I	2078	Substation Road	1.52 III
2068	Canyon Road	2.49 V	0627	Highland Drive	0.22 20B II	2006	Owens Gorge Road	2.98 III	2077	Summers Road	0.22 V
2080	Casa Diablo Cutoff	0.05 III	0627	Highland Place	0.05 20B III	2006	Owens Gorge Road	5.33 IV	2104	Summit Road	0.19 III
2021	Casa Diablo Mine Cutoff	6 V	0065	HWY 120 - Willow Jacket to Benton Crossing	3.22 20B II	2086	Owens River Ranch Road	0.15 V	2208	Sunny Stages Road	0.17 III
2023	Casa Diablo Mine Road	16.8 IV	0065	HWY 120 - HWY 6 to Willow Jacket	3.92 20B I	2072	Owens River Road	0.42 IV	2201	Swall Meadows Road	0.7 I
2028	Cattle Drive Road	1.72 III	2306	Hilton Creek Drive	0.23 III	2072	Owens River Road	7.72 V	2201	Swall Meadows Road	0.7 I
3042	Cemetery Road	1.08 I	3103	Hilton Creek Drive	0.1 III	2093	Palisades Drive	0.23 20B III	2043	Tanaya Drive	0.13 III
3042	Cemetery Road	4.82 V	2012	Hilton Creek Trail	0.4 IV	3211	Paoha Drive	0.12 III	0628	Tanaya Drive	0.13 20B III
H115	Cemetery Road	0.05 III	2091	Hot Creek Hatchery Road	0.46 I	2102	Paradise Point	0.04 III	3016	Thee Station Road	1.05 III
2039	Chaffant Loop Road	2.02 III	2091	Hot Creek Hatchery Road	1.28 III	3012	Therter Lake Road	0.1 V	3016	Thee Station Road	4.51 V
2413	Chaffant Road	0.93 I	2091	Hot Creek Hatchery Road	3.21 V	5009	Patrick Lane	0.43 III	3309	Third Street	0.11 III
5016	Charlebos Road	0.19 III	2071	Hot Creek Ranch Road	1.06 V	2310	Peerson Road	0.29 III	3043	Thompson Road	1.02 V
2044	Chase Avenue	0.2 III	3110	Howard Avenue	0.07 III	0624	Peerson Road	0.2 20B III	5015	Topaz Lane	2.51 I
2025	Chicago Canyon Road	14.33 V	4013	Hunewell Ranch Road	1.06 III	2064	Pedro Ranch Road	0.84 III	2066	Turman Meadows Road	1.73 V
2025	Chicago Loop Road	5.56 V	2401	Hunter Avenue	0.27 I	2308	Pecker Lake Drive	0.18 I	0628	Turkome Road	0.19 20B III
2408	Chidago Way	0.21 I	2082	Hurley Mine Road	0.11 V	3306	Pecker Lake Drive	0.2 III	3303	Twin Lakes Drive	0.17 III
2028	Christie Lane	0.36 III	2049	Indian Creek Road	0.25 III	2044	Petroglyph Road	0.38 V	4012	Twin Lakes Drive	7.21 I
0626	Cinnamon Circle	0.02 20B III	4101	Jack Sawyer Road	0.12 20B III	3030	Piney Grounds Road	0.18 V	4012	Twin Lakes Drive	6.18 III
2051	Cinnamon Ranch Road	0.24 III	0635	Jessie Street	0.14 20B III	3040	Piney Shortcut Road	0.1 V	4005	Upper Summers Meadows Road	6.71 V
2060	Clark Ranch Road	0.42 III	2032	Joe Main Road	0.76 III	3020	Pine Springs Road	0.88 V	3303	Utility Road	0.86 III
2410	Cold Water Road	0.1 III	3023	Johnny Meadows Road	1.89 V	3068	Pine Cliff Road	0.01 III	2102	Valley Road	0.21 I
2019	Convict Campground Road	0.8 V	3038	Junction Campground Road	0.23 V	3008	Pine Cliff Road	0.47 V	2111	Valley View Road	0.33 II
2018	Convict Lake Road	0.44 V	4104	Kingwood Street	0.37 I	2210	Pine Grove	0.09 III	2054	Van Lanit Cutoff	2.48 V
3049	Corway Ranch Road	3.38 V	4108	Kirkwood Street	0.11 III	2115	Pine Nut Road	0.69 III	2403	Virginia Avenue	0.2 III
3401	Corway Road	0.33 III	3103	Kroft Avenue	0.18 I	2115	Pine Nut Road	0.32 III	4001	Virginia Lakes Road	5.83 IV
3051	Cooney Road	2.42 V	3305	Lake Helen Court	0.05 III	2076	Pine Road	0.96 III	4001	Virginia Lakes Road	0.37 V
3053	Cottwood Canyon Road	3.37 III	2302	Lake Helen Place	0.18 III	0635	Plute Drive	0.22 20B III	0635	Walker Place	0.08 III
0623	Cottwood Canyon Road	7.48 V	0626	Landerine Trail	0.14 20B III	2409	Plute Drive	0.08 III	2028	Waldens Place	0.16 20B III
0622	Cougar Run	0.15 20B III	3102	Laneway Drive	0.28 III	0042	Ponderosa Street	0.2 III	3111	West Granite Avenue	0.17 III
H112	Court Street	0.06 III	2315	Larkspur Drive	0.18 III	3025	Pook Power Plant Road	1.34 IV	3006	West Portal Road	3.44 V
H010	Cow Camp Road	5.12 V	0626	Larkspur Drive	0.04 20B III	2030	Pumice Mill Road	0.72 V	2010	Westridge Road	0.45 I
2414	Coyote Road	0.21 III	2313	Larkspur Lane	0.15 III	2038	Pumice Mill Road	0.6 V	3022	West Meadows Road	20.03 V
2054	Coyote Springs Road	6.53 V	5013	Larson Lane	2.07 I	3005	Pumice Mine Road	4.71 V	2801	Whetstone Drive	0.02 III
2052	Creswell Drive	0.5 III	4105	Laurel Avenue	0.11 III	3201	Pumice Road	0.12 III	2411	White Mountain Drive	0.17 III
2024	Crooked Meadows Road	0.43 V	2020	Layton Springs Road	0.51 V	2114	Quail Circle	0.1 III	2040	White Mountain Estates Road	0.88 I
2308	Crowley Lake Circle	0.04 III	3204	Lee Vining Avenue	0.21 I	2033	Rabbit Ranch Road	0.99 III	0628	White Mountain Estates Road	0.11 20B III
3005	Crowley Lake Drive	8.65 I	3204	Lee Vining Avenue	0.21 III	2033	Rabbit Ranch Road	0.24 V	2045	White Mountain Ranch Road	0.59 III
H015	Crowley Lake Place	0.42 III	3109	Leonard Avenue	0.36 I	0619	Rainbow Street	0.19 20B III	2074	Whitmore Falls Road	2.7 V
5014	Cunningham Lane	0.5 83 III	0625	Leonard Avenue	0.09 20B II	4019	Rainbow Terrace Road	0.5 III	2211	Wild Rose Drive	0.05 III
2027	D Street	0.06 I	0627	Leonard Avenue	0.12 20B II	4019	Ramp Road	0.3 III	2304	Willow Road	0.15 III
2048	Devenon Ranch Road	0.76 III	2416	Lee Lane	2.15 V	2060	Ranch Road	1.5 V	1402	Wilson Creek Road	0.38 III
H110	Dry Lane	0.06 III	4003	Little-Virginia Lakes Road	0.17 V	3050	Rattlesnake Gulch Road	0.17 V	2202	Wilson Road	0.07 III
2084	Deadman Creek Road	6.16 V	5018	Little Walker Road	6.65 V	0626	Red Bluff Trail	0.22 20B III	2202	Wilson Road	0.07 III
1109	Deer Peak Trail	0.16 III	5017	Lodoli Lake Road	6.29 V	0628	Redwood Drive	0.2 20B III	2029	Yellow Jacket Road	6.29 I
2026	Deer Springs Road	2.08 V	2407	Locust Street	0.5 III	2059	Reichert Ranch Road	0.68 III	2029	Yellow Jacket Road	0.84 III
1204	Delta Drive	0.17 III	3034	Los Cabos Mine Road	1.84 V	062					

Road No	Road Name	Miles
2001	Lower Rock Creek Road	9.31
2003	Rock Creek Road	5.71
2003	Rock Creek Road	2.36
2005	Crowley Lake Drive	8.65
2006	Owens Gorge Road	1.60
2006	Owens Gorge Road	2.58
2006	Owens Gorge Road	5.33
2008	Sunny Slopes Road	0.17
2009	Spillway Road	0.23
2010	Rainbow Tarns Road	0.50
2011	South Landing Road	0.83
2011	South Landing Road	0.15
2012	Hilton Creek Trail	0.40
2013	Gregory Lane	0.25
2014	McGee Creek Road	0.12
2014	McGee Creek Road	3.15
2015	Crowley Lake Place	0.62
2016	Mount Morrison Road	0.68
2017	Benton Crossing Road	30.26
2018	Convict Lake Road	2.28
2018	Convict Lake Road	0.44
2019	Convict Campground Road	0.80
2020	Layton Springs Road	0.51
2021	Casa Diablo Mine Cutoff	6.00
2022	Round Mountain Road	4.56
2023	Casa Diablo Mine Road	16.80
2024	Sheep Camp Road	3.40
2025	Chidago Canyon Road	14.33
2026	Deer Springs Road	2.08
2027	Barker Mine Road	4.23
2028	Cattle Drive Road	1.72
2029	Yellow Jacket Road	6.79
2029	Yellow Jacket Road	0.84
2029	Yellow Jacket Road	0.60
2030	Pumice Mill Road	0.72
2032	Joe Main Road	0.76
2033	Rabbit Ranch Road	0.99
2033	Rabbit Ranch Road	0.24
2034	Morris Mine Road	3.29
2035	Chidago Loop Road	5.56
2036	Lone Star Road	2.12
2037	Lone Star Mine Road	1.02
2038	Pumice Mill Road	0.60
2039	Chalfant Loop Road	2.02
2040	White Mountain Estates Road	0.88
2041	Sequoia Street	0.20

2042 Ponderosa Street	0.20
2043 Tenaya Drive	0.13
2044 Petroglyph Road	0.38
2045 White Mountain Ranch Road	0.59
2046 Fish Slough Road	17.25
2047 Hieroglyph Road	0.09
2048 Dawson Ranch Road	0.76
2049 Indian Creek Road	0.25
2050 Hammil Road	0.79
2051 Cinnamon Ranch Road	0.24
2052 Crestview Drive	0.50
2053 Black Rock Mine Road	0.53
2053 Black Rock Mine Road	4.29
2053 Black Rock Mine Road	3.29
2054 Van Loon Cutoff	2.68
2055 Walker Place	0.08
2056 South Road	0.31
2057 Goolsby Ranch Road	0.44
2058 Christie Lane	0.36
2059 Reichart Ranch Road	0.68
2060 Clark Ranch Road	0.42
2061 Foothill Road	4.20
2062 G-Bar-T Ranch Road	0.90
2063 Sipes Ranch Road	1.03
2064 Pedro Ranch Road	0.84
2065 Bramlette Ranch Road	1.72
2066 Truman Meadows Road	1.73
2067 Black Lake Road	0.10
2068 Canyon Road	2.49
2069 Ranch Road	1.50
2070 Aspen Springs Ranch Road	0.74
2071 Hot Creek Ranch Road	1.06
2072 Owens River Road	8.42
2072 Owens River Road	7.72
2073 School Road	0.01
2074 Whitmore Tubs Road	2.70
2076 Pit Road	0.96
2077 Summers Road	0.22
2078 Substation Road	1.52
2080 Casa Diablo Cutoff	0.05
2081 Antelope Springs Road	0.16
2081 Antelope Springs Road	9.49
2082 Huntley Mine Road	0.11
2083 Dry Creek Cutoff	2.46
2084 Deadman Creek Road	6.16
2085 Glass Creek Road	0.45
2086 Owens River Ranch Road	0.15

2088 Airport Road	1.30
2089 Sherwin Creek Road	0.05
2089 Sherwin Creek Road	3.88
2090 Sawmill Road	1.11
2091 Hot Creek Hatchery Road	0.46
2091 Hot Creek Hatchery Road	1.26
2091 Hot Creek Hatchery Road	3.21
2101 Westridge Road	0.45
2102 Paradise Point	0.04
2103 Scott Road	0.07
2104 Summit Road	0.19
2105 Dennis Way	0.03
2106 Glen Court	0.04
2107 Alison Lane	0.10
2108 Sherwin Trail	0.12
2109 Deer Peak Trail	0.16
2110 Eagle Vista	0.09
2111 Valley View Road	0.33
2112 Rimrock Drive	0.97
2115 Pinon Drive	0.32
2116 Quail Circle	0.10
2120 Sierra Vista Circle	0.04
2201 Swall Meadows Road	0.77
2201 Swall Meadows Road	0.70
2202 Wilson Road	0.07
2202 Wilson Road	0.07
2204 Willow Road	0.15
2205 Orchard Road	0.20
2206 Meadow Road	0.10
2207 Foothill Road	0.22
2208 North Valley View Drive	0.22
2209 Mountain View Drive	0.84
2210 Pine Drive	0.23
2211 Sky Meadows Road	1.05
2301 Meadow View Drive	0.24
2302 Lake Manor Place	0.18
2303 Aspen Terrace	0.27
2304 Delta Drive	0.27
2305 Placer Road	0.11
2306 Hilton Creek Drive	0.23
2307 Hilton Creek Place	0.10
2308 Crowley Lake Circle	0.04
2309 Elderberry Lane	0.11
2310 Pearson Road	0.29
2311 Wild Rose Drive	0.05
2312 Sierra Springs Drive	0.64
2313 Larkspur Lane	0.15

2314 Shanna Circle	0.03
2315 Larkspur Drive	0.16
2401 Hunter Avenue	0.27
2402 Valley Road	0.71
2403 Virginia Avenue	0.20
2404 Chase Avenue	0.20
2405 Mountain View Avenue	0.25
2406 Brown's Subdivision Road	0.10
2407 Locust Street	0.50
2408 Chidago Way	0.21
2409 Piute Lane	0.08
2410 Cold Water Road	0.10
2411 White Mountain Drive	0.17
2412 Sacramento Street	0.20
2412 Sacramento Street	0.04
2413 Chalfant Road	0.93
2414 Coyote Road	0.21
2415 Buena Vista Drive	0.23
2416 Lisa Lane	0.28
2417 Ronda Lane	0.18
2418 Mary Lane	0.18
2801 Wheeler View Drive	0.02
2802 Montana Road	0.05
3001 Big Springs Road	5.31
3002 Obsidian Dome Road	1.54
3003 Bald Mountain Road	11.16
3004 Bald Mountain Springs Road	2.29
3005 Pumice Mine Road	4.71
3006 West Portal Road	3.44
3008 Pine Cliff Road	0.51
3008 Pine Cliff Road	0.47
3009 Aspen Road	0.22
3010 Dream Mountain Drive	0.20
3012 Parker Lake Road	3.10
3015 Oil Plant Road	0.75
3015 Oil Plant Road	0.29
3016 Test Station Road	1.05
3016 Test Station Road	4.51
3017 Rush Creek Road	3.08
3018 Dross Road	0.39
3019 Sand Flat Cutoff	4.54
3020 Pilot Springs Road	4.08
3021 Logging Camp Road	5.53
3022 Wet Meadow Road	20.03
3023 Johnny Meadows Road	1.98
3024 Crooked Meadows Road	0.43
3025 Sage Hen Meadows Road	9.06

3026 Baxters Road	0.56
3027 Dobie Meadows Road	4.65
3027 Dobie Meadows Road	26.21
3028 Adobe Ranch Road	4.41
3029 McGee Canyon Road	8.48
3030 River Springs Road	3.72
3031 Black Canyon Road	1.42
3032 Sawmill Meadows Road	11.52
3033 Sawmill Crossover Road	4.77
3034 Log Cabin Mine Road	4.84
3035 Poole Power Plant Road	3.34
3036 Ellery Lake Campground Road	0.24
3037 Saddlebag Lake Road	2.49
3038 Junction Campground Road	0.23
3039 Picnic Grounds Road	4.18
3040 Picnic Shortcut Road	0.10
3041 McPherson Subdivision Road	0.32
3042 Cemetery Road	1.08
3042 Cemetery Road	4.82
3043 Thompson Road	1.02
3044 Lundy Lake Road	1.34
3044 Lundy Lake Road	5.24
3045 Lundy Cutoff	0.57
3046 Lundy Dam Road	0.47
3048 Mill Creek Powerhouse Road	0.72
3049 Conway Ranch Road	3.38
3050 Rattlesnake Gulch Road	0.61
3051 Cooney Road	2.42
3052 Goat Ranch Cutoff	0.69
3052 Goat Ranch Cutoff	6.36
3053 Cottonwood Canyon Road	3.37
3053 Cottonwood Canyon Road	7.48
3054 Coyote Springs Road	6.53
3101 Big Rock Road	0.12
3102 Lakeview Drive	0.28
3103 Knoll Avenue	0.18
3104 North Crawford Avenue	0.07
3104 South Crawford Avenue	0.22
3105 Foster Avenue	0.12
3106 Brenner Street	0.07
3107 Forest Road	0.41
3108 Bruce Street	0.22
3109 Leonard Avenue	0.38
3110 Howard Avenue	0.07
3111 East Granite Avenue	0.02
3111 East Granite Avenue	0.02
3111 West Granite Avenue	0.17

3112 Gull Lake Road	0.14
3113 Lyle Terrace Road	0.19
3113 Lyle Terrace Road	0.19
3114 Gull Lake Campground Road	0.31
3116 Alderman Street	0.20
3120 Northshore Drive	3.53
3201 Pumice Road	0.12
3202 Airport Road	0.55
3203 Utility Road	0.86
3204 Lee Vining Avenue	0.23
3204 Lee Vining Avenue	0.21
3205 Fourth Street	0.06
3206 C Street	0.05
3207 D Street	0.06
3208 Mono Lake Avenue	0.16
3209 Third Street	0.11
3210 Yosemite Drive	0.07
3211 Paoha Drive	0.12
3212 Second Street	0.07
3214 East First Street	0.06
3214 West First Street	0.03
3215 Mattly Avenue	0.53
3301 East Mono Lake Drive	1.03
3301 East Mono Lake Drive	0.20
3302 Blue Lake Way	0.05
3303 Twin Lakes Drive	0.17
3304 Green Lake Court	0.04
3305 Lake Helen Court	0.05
3306 Peeler Lake Drive	0.18
3306 Peeler Lake Drive	0.20
3307 Silver Lake Way	0.06
3307 Silver Lake Way	0.03
3401 Conway Road	0.33
3402 Wilson Creek Road	0.38
3403 Glacier Canyon Way	0.26
3404 Lundy Circle	0.06
3405 Bodie Circle	0.06
4001 Virginia Lakes Road	5.83
4001 Virginia Lakes Road	0.37
4002 Dunderberg Meadows Road	8.47
4003 Little Virginia Lakes Road	0.17
4004 Green Creek Road	8.80
4005 Upper Summers Meadows Road	6.71
4007 Bodie Road	10.42
4008 Bodie Masonic Road	19.26
4010 Cow Camp Road	5.12
4011 Boundary Road	1.79

4012 Twin Lakes Road	7.21
4012 Twin Lakes Road	6.18
4013 Hunewill Ranch Road	1.06
4014 Hackamore Place	0.50
4015 Spur Court	0.07
4016 Kayak Road	0.09
4017 South Twin Road	0.19
4017 South Twin Road	2.03
4018 Garbage Pit Road	0.04
4019 Ramp Road	0.30
4020 Masonic Road	8.04
4021 Buckeye Road	0.17
4021 Buckeye Road	7.52
4022 Buckeye Creek Road	0.64
4101 Jack Sawyer Road	0.19
4102 Bridge Street	0.06
4103 Hays Street	0.06
4104 Kingsley Street	0.37
4105 Laurel Avenue	0.11
4106 North Sinclair Street	0.15
4106 South Sinclair Street	0.06
4107 North School Street	0.10
4107 South School Street	0.06
4108 Kirkwood Street	0.11
4109 Emigrant Street	0.50
4110 Day Lane	0.06
4111 Stock Drive	0.51
4112 Court Street	0.06
4113 Bryant Street	0.21
4114 Aurora Canyon Road	0.65
4114 Aurora Canyon Road	7.21
4115 Cemetery Road	0.05
4116 Cameron Drive	0.11
4117 Sierra View Drive	0.30
4118 North Buckeye Drive	0.25
5001 Burcham Flat Road	0.24
5001 Burcham Flat Road	14.39
5002 Pine Nut Road	0.69
5003 Hackney Drive	0.14
5004 Shop Road	0.07
5005 Mill Canyon Road	1.33
5005 Mill Canyon Road	6.79
5006 Golden Gate Road	1.27
5006 Golden Gate Road	4.67
5007 Eastside Lane	6.76
5007 Eastside Lane	1.28
5008 Camp Antelope Road	0.80

5009 Patricia Lane	0.43
5010 Lone Company Road	0.56
5011 Eastside Road	1.14
5012 Offal Road	0.35
5013 Larson Lane	2.07
5014 Cunningham Lane	2.83
5015 Topaz Lane	3.51
5016 Charlebois Road	0.19
5017 Lobdell Lake Road	6.78
5018 Little Walker Road	6.65
5019 Mule Deer Road	0.08
9065 HWY 120 - Yellow Jacket to Benton Crossing	3.22
9065 HWY 120 - HWY 6 to Yellow Jacket	3.92
9622 Cougar Run	0.15
9622 Ridgeview	0.31
9622 Sierra Wave	0.16
9623 Sierra Wave	0.22
9624 Hidden Canyon Court	0.11
9624 Pearson Road	0.20
9625 Leonard Avenue	0.04
9626 Cimmaron Circle	0.02
9626 Lakeridge Trail	0.14
9626 Larkspur Drive	0.04
9626 Red Bluff Trail	0.22
9627 Alpenglow Court	0.07
9627 Highland Drive	0.22
9627 Highland Place	0.05
9627 Leonard Avenue	0.12
9627 Mountain Vista Drive	0.21
9628 Redwood Drive	0.20
9628 Tenaya Drive	0.13
9628 Tuolumne Road	0.19
9628 Watkins Place	0.18
9628 White Mountain Estates Road	0.13
9635 Garnet Drive	0.13
9635 Jessie Street	0.14
9635 Minaret Road	0.23
9635 Mono Drive	0.19
9635 Palisades Drive	0.23
9635 Piute Drive	0.22
9635 Rainbow Street	0.19
9635 Steelhead Road	0.17
9636 Osage Circle	0.22

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Road No	Road Name	Miles	CAT	CatI
2088	Airport Road	1.30	I	CatII
4114	Aurora Canyon Road	0.65	I	CatIII
2017	Benton Crossing Road	30.26	I	CatIV
2406	Brown's Subdivision Road	0.10	I	CatV
4113	Bryant Street	0.21	I	ZOBI
3042	Cemetery Road	1.08	I	ZOBII
2413	Chalfant Road	0.93	I	ZOBIII
2408	Chidago Way	0.21	I	
2005	Crowley Lake Drive	8.65	I	total
3207	D Street	0.06	I	
3010	Dream Mountain Drive	0.20	I	
3301	East Mono Lake Drive	1.03	I	
5007	Eastside Lane	6.76	I	
4109	Emigrant Street	0.50	I	
3205	Fourth Street	0.06	I	
3052	Goat Ranch Cutoff	0.69	I	
5003	Hackney Drive	0.14	I	
4103	Hays Street	0.06	I	
2091	Hot Creek Hatchery Road	0.46	I	
2401	Hunter Avenue	0.27	I	
4104	Kingsley Street	0.37	I	
5013	Larson Lane	2.07	I	
3204	Lee Vining Avenue	0.23	I	
2416	Lisa Lane	0.28	I	
2001	Lower Rock Creek Road	9.31	I	
3044	Lundy Lake Road	1.34	I	
3215	Mattly Avenue	0.53	I	
3208	Mono Lake Avenue	0.16	I	
5019	Mule Deer Road	0.08	I	
4107	North School Street	0.10	I	
4106	North Sinclair Street	0.15	I	
3120	Northshore Drive	3.53	I	
2006	Owens Gorge Road	1.60	I	
3306	Peeler Lake Drive	0.18	I	
2412	Sacramento Street	0.20	I	
2073	School Road	0.01	I	
5004	Shop Road	0.07	I	
3307	Silver Lake Way	0.06	I	
2011	South Landing Road	0.83	I	
4107	South School Street	0.06	I	
4106	South Sinclair Street	0.06	I	
2201	Swall Meadows Road	0.77	I	
5015	Topaz Lane	3.51	I	
4012	Twin Lakes Road	7.21	I	
2402	Valley Road	0.71	I	
2101	Westridge Road	0.45	I	

2040 White Mountain Estates Road	0.88 I
2029 Yellow Jacket Road	6.79 I
3108 Bruce Street	0.22 II
5008 Camp Antelope Road	0.80 II
5014 Cunningham Lane	2.83 II
3111 East Granite Avenue	0.02 II
3112 Gull Lake Road	0.14 II
3103 Knoll Avenue	0.18 II
3109 Leonard Avenue	0.38 II
2014 McGee Creek Road	0.12 II
5002 Pine Nut Road	0.69 II
2076 Pit Road	0.96 II
2112 Rimrock Drive	0.97 II
2201 Swall Meadows Road	0.70 II
2111 Valley View Road	0.33 II
2202 Wilson Road	0.07 II
3202 Airport Road	0.55 III
3116 Alderman Street	0.20 III
2107 Alison Lane	0.10 III
2081 Antelope Springs Road	0.16 III
3009 Aspen Road	0.22 III
2070 Aspen Springs Ranch Road	0.74 III
2303 Aspen Terrace	0.27 III
3101 Big Rock Road	0.12 III
2053 Black Rock Mine Road	0.53 III
3302 Blue Lake Way	0.05 III
3405 Bodie Circle	0.06 III
2065 Bramlette Ranch Road	1.72 III
3106 Brenner Street	0.07 III
4102 Bridge Street	0.06 III
4021 Buckeye Road	0.17 III
2415 Buena Vista Drive	0.23 III
5001 Burcham Flat Road	0.24 III
3206 C Street	0.05 III
4116 Cameron Drive	0.11 III
2080 Casa Diablo Cutoff	0.05 III
2028 Cattle Drive Road	1.72 III
4115 Cemetery Road	0.05 III
2039 Chalfant Loop Road	2.02 III
5016 Charlebois Road	0.19 III
2404 Chase Avenue	0.20 III
2058 Christie Lane	0.36 III
2051 Cinnamon Ranch Road	0.24 III
2060 Clark Ranch Road	0.42 III
2410 Cold Water Road	0.10 III
2018 Convict Lake Road	2.28 III
3401 Conway Road	0.33 III

3053 Cottonwood Canyon Road	3.37 III
4112 Court Street	0.06 III
2414 Coyote Road	0.21 III
2052 Crestview Drive	0.50 III
2308 Crowley Lake Circle	0.04 III
2015 Crowley Lake Place	0.62 III
2048 Dawson Ranch Road	0.76 III
4110 Day Lane	0.06 III
2109 Deer Peak Trail	0.16 III
2304 Delta Drive	0.27 III
2105 Dennis Way	0.03 III
3018 Dross Road	0.39 III
2110 Eagle Vista	0.09 III
3214 East First Street	0.06 III
3111 East Granite Avenue	0.02 III
3301 East Mono Lake Drive	0.20 III
5011 Eastside Road	1.14 III
2309 Elderberry Lane	0.11 III
2061 Foothill Road	4.20 III
2207 Foothill Road	0.22 III
3107 Forest Road	0.41 III
3105 Foster Avenue	0.12 III
4018 Garbage Pit Road	0.04 III
2062 G-Bar-T Ranch Road	0.90 III
3403 Glacier Canyon Way	0.26 III
2106 Glen Court	0.04 III
2057 Goolsby Ranch Road	0.44 III
3304 Green Lake Court	0.04 III
2013 Gregory Lane	0.25 III
4014 Hackamore Place	0.50 III
2050 Hammil Road	0.79 III
2306 Hilton Creek Drive	0.23 III
2307 Hilton Creek Place	0.10 III
2091 Hot Creek Hatchery Road	1.26 III
3110 Howard Avenue	0.07 III
4013 Hunewill Ranch Road	1.06 III
2049 Indian Creek Road	0.25 III
4101 Jack Sawyer Road	0.19 III
2032 Joe Main Road	0.76 III
4016 Kayak Road	0.09 III
4108 Kirkwood Street	0.11 III
3305 Lake Helen Court	0.05 III
2302 Lake Manor Place	0.18 III
3102 Lakeview Drive	0.28 III
2315 Larkspur Drive	0.16 III
2313 Larkspur Lane	0.15 III
4105 Laurel Avenue	0.11 III

3204 Lee Vining Avenue	0.21 III
2407 Locust Street	0.50 III
5010 Lone Company Road	0.56 III
3404 Lundy Circle	0.06 III
3113 Lyle Terrace Road	0.19 III
2418 Mary Lane	0.18 III
2206 Meadow Road	0.10 III
2301 Meadow View Drive	0.24 III
3048 Mill Creek Powerhouse Road	0.72 III
2802 Montana Road	0.05 III
2016 Mount Morrison Road	0.68 III
2405 Mountain View Avenue	0.25 III
2209 Mountain View Drive	0.84 III
4118 North Buckeye Drive	0.25 III
3104 North Crawford Avenue	0.07 III
2208 North Valley View Drive	0.22 III
5012 Offal Road	0.35 III
3015 Oil Plant Road	0.75 III
2205 Orchard Road	0.20 III
2006 Owens Gorge Road	2.58 III
3211 Paoha Drive	0.12 III
2102 Paradise Point	0.04 III
5009 Patricia Lane	0.43 III
2310 Pearson Road	0.29 III
2064 Pedro Ranch Road	0.84 III
3306 Peeler Lake Drive	0.20 III
3008 Pine Cliff Road	0.51 III
2210 Pine Drive	0.23 III
2115 Pinon Drive	0.32 III
2409 Piute Lane	0.08 III
2305 Placer Road	0.11 III
2042 Ponderosa Street	0.20 III
3201 Pumice Road	0.12 III
2116 Quail Circle	0.10 III
2033 Rabbit Ranch Road	0.99 III
2010 Rainbow Tarns Road	0.50 III
4019 Ramp Road	0.30 III
2059 Reichart Ranch Road	0.68 III
2417 Ronda Lane	0.18 III
2412 Sacramento Street	0.04 III
2103 Scott Road	0.07 III
3212 Second Street	0.07 III
2041 Sequoia Street	0.20 III
2314 Shanna Circle	0.03 III
2089 Sherwin Creek Road	0.05 III
2108 Sherwin Trail	0.12 III
2312 Sierra Springs Drive	0.64 III

4117 Sierra View Drive	0.30 III
2120 Sierra Vista Circle	0.04 III
3307 Silver Lake Way	0.03 III
2063 Sipes Ranch Road	1.03 III
2211 Sky Meadows Road	1.05 III
3104 South Crawford Avenue	0.22 III
2056 South Road	0.31 III
4015 Spur Court	0.07 III
4111 Stock Drive	0.51 III
2078 Substation Road	1.52 III
2104 Summit Road	0.19 III
2008 Sunny Slopes Road	0.17 III
2043 Tenaya Drive	0.13 III
3016 Test Station Road	1.05 III
3209 Third Street	0.11 III
3303 Twin Lakes Drive	0.17 III
4012 Twin Lakes Road	6.18 III
3203 Utility Road	0.86 III
2403 Virginia Avenue	0.20 III
2055 Walker Place	0.08 III
3214 West First Street	0.03 III
3111 West Granite Avenue	0.17 III
2801 Wheeler View Drive	0.02 III
2411 White Mountain Drive	0.17 III
2045 White Mountain Ranch Road	0.59 III
2311 Wild Rose Drive	0.05 III
2204 Willow Road	0.15 III
3402 Wilson Creek Road	0.38 III
2202 Wilson Road	0.07 III
2029 Yellow Jacket Road	0.84 III
3210 Yosemite Drive	0.07 III
2053 Black Rock Mine Road	4.29 IV
3027 Dobie Meadows Road	4.65 IV
5006 Golden Gate Road	1.27 IV
2012 Hilton Creek Trail	0.40 IV
5005 Mill Canyon Road	1.33 IV
2006 Owens Gorge Road	5.33 IV
2072 Owens River Road	8.42 IV
3035 Poole Power Plant Road	3.34 IV
2069 Ranch Road	1.50 IV
2003 Rock Creek Road	5.71 IV
4017 South Twin Road	0.19 IV
4001 Virginia Lakes Road	5.83 IV
3028 Adobe Ranch Road	4.41 V
2081 Antelope Springs Road	9.49 V
4114 Aurora Canyon Road	7.21 V
3003 Bald Mountain Road	11.16 V

3004 Bald Mountain Springs Road	2.29 V
2027 Barker Mine Road	4.23 V
3026 Baxters Road	0.56 V
3001 Big Springs Road	5.31 V
3031 Black Canyon Road	1.42 V
2067 Black Lake Road	0.10 V
2053 Black Rock Mine Road	3.29 V
4008 Bodie Masonic Road	19.26 V
4007 Bodie Road	10.42 V
4011 Boundary Road	1.79 V
4022 Buckeye Creek Road	0.64 V
4021 Buckeye Road	7.52 V
5001 Burcham Flat Road	14.39 V
2068 Canyon Road	2.49 V
2021 Casa Diablo Mine Cutoff	6.00 V
2023 Casa Diablo Mine Road	16.80 V
3042 Cemetery Road	4.82 V
2025 Chidago Canyon Road	14.33 V
2035 Chidago Loop Road	5.56 V
2019 Convict Campground Road	0.80 V
2018 Convict Lake Road	0.44 V
3049 Conway Ranch Road	3.38 V
3051 Cooney Road	2.42 V
3053 Cottonwood Canyon Road	7.48 V
4010 Cow Camp Road	5.12 V
3054 Coyote Springs Road	6.53 V
3024 Crooked Meadows Road	0.43 V
2084 Deadman Creek Road	6.16 V
2026 Deer Springs Road	2.08 V
3027 Dobie Meadows Road	26.21 V
2083 Dry Creek Cutoff	2.46 V
4002 Dunderberg Meadows Road	8.47 V
5007 Eastside Lane	1.28 V
3036 Ellery Lake Campground Road	0.24 V
2046 Fish Slough Road	17.25 V
2085 Glass Creek Road	0.45 V
3052 Goat Ranch Cutoff	6.36 V
5006 Golden Gate Road	4.67 V
4004 Green Creek Road	8.80 V
3114 Gull Lake Campground Road	0.31 V
2047 Hieroglyph Road	0.09 V
2091 Hot Creek Hatchery Road	3.21 V
2071 Hot Creek Ranch Road	1.06 V
2082 Huntley Mine Road	0.11 V
3023 Johnny Meadows Road	1.98 V
3038 Junction Campground Road	0.23 V
2020 Layton Springs Road	0.51 V

4003 Little Virginia Lakes Road	0.17 V
5018 Little Walker Road	6.65 V
5017 Lobdell Lake Road	6.78 V
3034 Log Cabin Mine Road	4.84 V
3021 Logging Camp Road	5.53 V
2037 Lone Star Mine Road	1.02 V
2036 Lone Star Road	2.12 V
3045 Lundy Cutoff	0.57 V
3046 Lundy Dam Road	0.47 V
3044 Lundy Lake Road	5.24 V
3113 Lyle Terrace Road	0.19 V
4020 Masonic Road	8.04 V
3029 McGee Canyon Road	8.48 V
2014 McGee Creek Road	3.15 V
3041 McPherson Subdivision Road	0.32 V
5005 Mill Canyon Road	6.79 V
2034 Morris Mine Road	3.29 V
3002 Obsidian Dome Road	1.54 V
3015 Oil Plant Road	0.29 V
2086 Owens River Ranch Road	0.15 V
2072 Owens River Road	7.72 V
3012 Parker Lake Road	3.10 V
2044 Petroglyph Road	0.38 V
3039 Picnic Grounds Road	4.18 V
3040 Picnic Shortcut Road	0.10 V
3020 Pilot Springs Road	4.08 V
3008 Pine Cliff Road	0.47 V
2030 Pumice Mill Road	0.72 V
2038 Pumice Mill Road	0.60 V
3005 Pumice Mine Road	4.71 V
2033 Rabbit Ranch Road	0.24 V
3050 Rattlesnake Gulch Road	0.61 V
3030 River Springs Road	3.72 V
2003 Rock Creek Road	2.36 V
2022 Round Mountain Road	4.56 V
3017 Rush Creek Road	3.08 V
3037 Saddlebag Lake Road	2.49 V
3025 Sage Hen Meadows Road	9.06 V
3019 Sand Flat Cutoff	4.54 V
3033 Sawmill Crossover Road	4.77 V
3032 Sawmill Meadows Road	11.52 V
2090 Sawmill Road	1.11 V
2024 Sheep Camp Road	3.40 V
2089 Sherwin Creek Road	3.88 V
2011 South Landing Road	0.15 V
4017 South Twin Road	2.03 V
2009 Spillway Road	0.23 V

2077 Summers Road	0.22 V
3016 Test Station Road	4.51 V
3043 Thompson Road	1.02 V
2066 Truman Meadows Road	1.73 V
4005 Upper Summers Meadows Road	6.71 V
2054 Van Loon Cutoff	2.68 V
4001 Virginia Lakes Road	0.37 V
3006 West Portal Road	3.44 V
3022 Wet Meadow Road	20.03 V
2074 Whitmore Tubs Road	2.70 V
2029 Yellow Jacket Road	0.60 V
9065 HWY 120 - HWY 6 to Yellow Jacket	3.92 ZOB I
9627 Highland Drive	0.22 ZOB II
9065 HWY 120 - Yellow Jacket to Benton Crossing	3.22 ZOB II
9625 Leonard Avenue	0.04 ZOB II
9627 Leonard Avenue	0.12 ZOB II
9627 Mountain Vista Drive	0.21 ZOB II
9627 Alpenglow Court	0.07 ZOB III
9626 Cimmaron Circle	0.02 ZOB III
9622 Cougar Run	0.15 ZOB III
9635 Garnet Drive	0.13 ZOB III
9624 Hidden Canyon Court	0.11 ZOB III
9627 Highland Place	0.05 ZOB III
9635 Jessie Street	0.14 ZOB III
9626 Lakeridge Trail	0.14 ZOB III
9626 Larkspur Drive	0.04 ZOB III
9635 Minaret Road	0.23 ZOB III
9635 Mono Drive	0.19 ZOB III
9636 Osage Circle	0.22 ZOB III
9635 Palisades Drive	0.23 ZOB III
9624 Pearson Road	0.20 ZOB III
9635 Piute Drive	0.22 ZOB III
9635 Rainbow Street	0.19 ZOB III
9626 Red Bluff Trail	0.22 ZOB III
9628 Redwood Drive	0.20 ZOB III
9622 Ridgeview	0.31 ZOB III
9622 Sierra Wave	0.16 ZOB III
9623 Sierra Wave	0.22 ZOB III
9635 Steelhead Road	0.17 ZOB III
9628 Tenaya Drive	0.13 ZOB III
9628 Tuolumne Road	0.19 ZOB III
9628 Watkins Place	0.18 ZOB III
9628 White Mountain Estates Road	0.13 ZOB III

95.16

8.42

68.10

42.26

465.50

3.92

3.82

4.24

596.27



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: Public Works

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Paul Roten, Public Works Director

SUBJECT Mono County Jail Facility - Update

AGENDA DESCRIPTION:

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

Presentation by Public Works Director, Paul Roten regarding the progress in constructing a new Mono County Jail on Twin Lakes Road in Bridgeport.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 7607090427 / proten@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Jail Update

History

Time	Who	Approval
12/21/2023 1:17 PM	County Counsel	Yes
1/2/2024 10:00 AM	Finance	Yes

1/4/2024 3:24 PM

County Administrative Office

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: January 9, 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten, Public Works Director
Re: Mono County Jail Update

Background:

With Senate Bill (SB) 844, Mono County was awarded a \$25,000,000 grant to assist in replacing the Mono County Jail in Bridgeport. The following is a rough overview of the process since that time.

- 2017 February - The Board selected the option to construct a new facility at the Old Hospital.
- 2021 February – Mono County established a contract with Lionakis for Architectural Services.
- 2022 February – Contract with Kitchell for Construction Management Services.
- 2023 August – Hazardous Material Abatement and Monitoring tasks complete.
- 2023 June – Received approval from California State Department of Finance to continue design.
- 2023 September – Site Utility Relocation work began.
- 2023 September – Lionakis prepared Construction Bid Package for submittal to Fire Marshal
- 2023 September – State Fire Marshal Plan review began.
- 2023 October – Test to determine need for Rapid Impaction Compaction

Discussion:

Since Last Update:

- 2023 December – Plan review with State Fire Marshal.
- 2023 December – Preparing bid package Establish contract for and begin Site Grading and Compaction process.
- 2023 December – Building Demolition Complete, Utility work completed.

Upcoming schedule (actual schedule may change due to weather and/or outside agency requirements)

- 2024 January – continue Site Ground Lease work with Department of General Services and Board of State and Community Corrections.
- 2024 February – Establish contract for and begin Site Compaction process.
- 2024 April – begin Site Compaction process (later date if forced by weather)
- 2024 April – Lionakis to complete construction bid package incorporating comments from Kitchell, County and State Fire Marshall and Kitchell.
- 2024 May/June – Bid Process to select Construction Contractor.
- 2024 June – Begin Construction on Mono County Jail.
- 2025 December – Mono County Sheriff's to begin preparing for move.
- 2026 April – Jail Construction generally Complete.
- 2026 June – Inmates move in.

Please contact me at 760-709-0427 if you have any questions regarding this item.
Respectfully submitted,

Paul Roten
Public Works Director

Mono County Jail Update

January 9, 2024





Mono County Jail Update

~~■ Hazardous Material Removal~~

■ **Site Preparation**

■ Present work tasks

■ Project Schedule

■ Next steps

Design update



Looking East

Design update



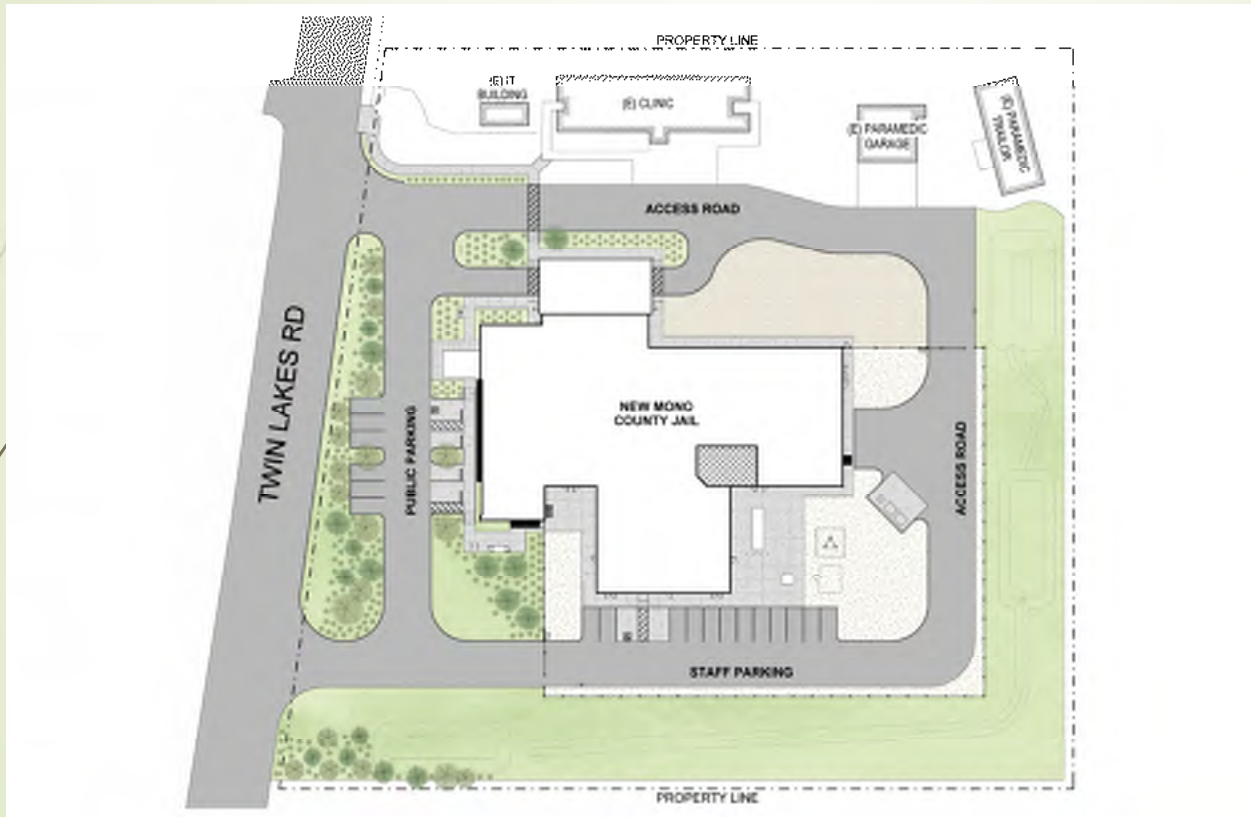
Looking Northeast

Design update



The Fence

Design update



Facility Site Plan

Design update



Public Front/Entry



Design update



Secure/Controlled Access

Design update



Floor Plan



Site Preparation – Old Mono Hospital Site

- ~~Asbestos removal is complete~~
 - ~~Through an operation that took three phases, the hazardous materials at the hospital were removed~~
 - ~~The monitoring efforts have now shown that the site materials are safe for normal disposal processes~~
- ~~Utility Relocation and Demolition~~
 - ~~Provide utilities for new Jail~~
 - ~~Prepare site for the compaction process~~
 - ~~Remove overhead power lines and poles that are in way of new construction~~



Process

State Agencies Involved in Process:

- ▶ Board of State and Community Corrections (BSCC)
- ▶ State Department of General Services (DGS Real Estate Services Branch)
- ▶ Department of Finance (DOF) and State Public Works Board (SPWB)
- ▶ Office of the State Fire Marshal



Process

STATE LEASE REVENUE BOND FINANCING

Cumbersome Process and Deliverables

- ~~Project Establishment~~
- ~~Preliminary Plans (Design Development)~~
- ~~Construction Documents~~
- **Ground Lease and Agreements**
- **Authorization to Bid**
- Bid Tabulation and Approval
- Issuance of Notice to Proceed
- Construction and Closeout



Board of State and Community Corrections Key Milestones

- Project Establishment
 - Established September 15, 2022 (State Public Works action item)
- Preliminary Plans
 - ~~Prior anticipated approval of February 13, 2023 (packaged November 2022)~~
 - ~~Anticipated approval end of April 2023 (current update)~~
- Working Drawings
 - Approvals from agencies and DOF
 - Ground Lease approval
 - DOF approval to Bid
- Bidding
 - Bids and conditional BOS approval
 - DOF issuance of Notice to Construct
- Construction



Next Steps

- ~~■ Approval of Preliminary Plans~~
- Make Site Ready
 - ~~■ HazMat process~~
 - ~~■ Demolition of old Hospital~~
 - Improvement of poor soils
- Review and Approval of Working Drawings
- Execution of Ground Lease
- Bidding
 - Conditional Award
- DOF Approval and Notice to Proceed
- Construction



Questions?



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: County Administrative Office

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sandra Moberly, County
Administrative Officer

SUBJECT Memorandum of Understanding with
White Mountain Fire Protection
District Regarding the Provision of
First Responder Services

AGENDA DESCRIPTION:

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

Proposed Memorandum of Understanding (MOU) with the White Mountain Fire Protection District (WMFPD) pertaining to the provision of emergency medical transport and basic life support services within the boundaries of the WMFPD.

RECOMMENDED ACTION:

Approve, and authorize Chair to sign, MOU with White Mountain Fire Protection District for the provision of emergency medical transport and basic life support services within the boundaries of the WMFPD for the period January 1, 2024, through June 30, 2029, with automatic one-year renewals thereafter unless terminated, and a not-to-exceed amount of \$300,000 per year.

FISCAL IMPACT:

Continues contract EMS service in White Mountain Fire Protection District's service area for \$300,000 per year. Initially the County would continue to provide billing services for the District and retain 10% of revenues collected. Provision of this service by the County would terminate no later than September 1, 2024.

CONTACT NAME: Sandra Moberly

PHONE/EMAIL: / smoberly@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
WMF EMS MOU Staff Report
MOU (1.2.24 version)
HIPAA BAA

History

Time	Who	Approval
1/2/2024 7:16 PM	County Counsel	Yes
1/3/2024 2:25 PM	Finance	Yes
1/3/2024 3:03 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly

ASSISTANT COUNTY ADMINISTRATIVE
OFFICER
COUNTY OF MONO
Christine Bouchard

January 9, 2024

To: Mono County Board of Supervisors

From: Mary Booher, Special Projects

RE: Approval of Memorandum of Understanding (MOU)
with White Mountain Fire Protection District (WMFPD) for the provision of
Emergency Medical Services (EMS)

BOARD OF SUPERVISORS

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Hon. Ingrid Braun

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Chris Mokracek (Interim)

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

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COUNTY COUNSEL

Stacey Simon, Esq.

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CPA, CGFM, MPA

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PROBATION

Karin Humiston

PUBLIC HEALTH

Kathy Peterson (Interim)

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

Strategic Plan Focus Areas Met

A Thriving Economy Safe and Healthy Communities

Sustainable Public Lands Workforce & Operational Excellence

Mono County, like all California counties, is mandated to ensure the provision of EMS services within our County. Historically, EMS services in the tri-valley area were provided by private providers (primarily Symon's) based in Inyo County, resulting in extensive response times, which have a negative impact on patient outcomes. On February 5, 2019, Mono County entered into an agreement with WMFPD to establish a pilot project for the provision of EMS services within the boundaries of WMFPD. This agreement provided County General Fund resources to WMFPD to establish and maintain a program using volunteers.

Based on this pilot program, which has shown to significantly reduce response times, staff recommends Board approval of the proposed agreement to continue funding this program at the cost of \$300,000/fiscal year. The agreement also provides for reduced administrative burden on the County, while ensuring accountability to the tax-payers. Funding for this agreement is included in the adopted budget.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
COUNTY OF MONO AND THE WHITE MOUNTAIN FIRE
PROTECTION DISTRICT FOR EMERGENCY MEDICAL
TRANSPORT AND BASIC LIFE SUPPORT SERVICES**

WHEREAS, the County of Mono ("County") operates an emergency medical services (EMS) program ("Mono County EMS") that includes operating and staffing Advanced Life Support (ALS) paramedic rescue vehicles within areas designated as exclusive operating areas and areas designated as non-exclusive operating areas by the 2004 Exclusive Operating Area Plan for Mono County (the "EOA Plan"); and

WHEREAS, the EMS system throughout Mono County relies on the provision of first-responder, basic life support (BLS) services by local volunteer fire districts, which often are the first to respond in an emergency; and

WHEREAS, the EMS system in Mono County is subject to review and oversight by the Inland Counties Emergency Medical Agency (ICEMA), which is the local Emergency Medical Services Agency (LEMSA) for Mono, Inyo and San Bernardino Counties; and

WHEREAS, the portion of southeastern Mono County within the boundaries of the White Mountain Fire Protection District (WMFPD), which includes the communities of Hammil Valley, Benton, Benton Hot Springs and the Benton Tribal Reservation (hereinafter, the "WMFPD Communities"), is not presently designated as an exclusive operating area under the EOA Plan, but is instead designated as non-exclusive Operating Area 3; and

WHEREAS, Mono County EMS and various providers from Inyo County have historically provided advanced life support (ALS) and ambulance transport services within the WMFPD Communities, but response times can be lengthy due to the remote location of these communities. Basic life support (BLS) services have historically been provided by volunteers of the WMFPD; and

WHEREAS, in 2019, the County and WMFPD, with approval from ICEMA, entered into a Memorandum of Understanding (MOU) initiating a pilot program to improve the provision of BLS triage and assessment and to implement emergency transportation services by WMFPD (the "Pilot Program"); and

WHEREAS, the MOU for the Pilot Program has expired and, based on the success of that Program, the County and WMFPD now wish to enter into this updated MOU to continue operation of enhanced BLS services by WMFPD and incorporating modifications as set forth herein: and

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, County and WMFPD hereby agree as follows:

I. County Obligations

1. Payments to WMFPD. County will pay \$300,000 per year to the WMFPD to

support the provision of enhanced BLS services as described in this MOU. Payments will be made in quarterly installments, on or around October 1, January 1, April 1, and July 1, of each year that this MOU is in effect deposited into the Ambulance Operating Fund in the County Treasury. Payment shall be made by County as set forth in paragraph II.4 below.

2. Ambulance Operating Fund. County will manage and maintain the Ambulance Operating Fund, through the County's Finance Department, consistent with the County's current management of other WMFPD accounts.
3. Temporary Billing Services. County will provide billing services for WMFPD for a fee equivalent to 10% of revenue received, which shall be withheld by County, until such time as WMFPD obtains Medicare and MediCal Provider numbers as provided in paragraph II.12 of this MOU, but in no event beyond September 1, 2024. WMFPD shall provide County with a copy of Provider certifications when received.
4. Confidentiality of Medical Information. County's provision of billing services hereunder makes County a "business associate" of WMFPD under the Health Insurance Portability and Accountability Act of 2006 (HIPAA). Accordingly, County will comply with the requirements set forth in the Business Associate Agreement attached hereto and incorporated by this reference.
5. Training. Subject to availability and resources, County EMS employees will provide EMT/EMS training to WMFPD volunteers or, alternatively, the Board of Supervisors may provide training funds to the Fire Chiefs ' Association to enable the Association to provide such training, as part of the County's budget process.

County will allow WMFPD volunteers to attend County EMT/EMS training when sufficient space for volunteers is available.

II. WMFPD Obligations

1. Provision of Enhanced BLS Services. WMFPD will utilize all funds deposited into the Ambulance Operating Fund to continue to provide enhanced BLS services within the WMFPD Communities. Resources will be targeted at enhancing and expanding the availability and effectiveness of qualified volunteer first-responders, including but not limited to: minimizing response times, decreasing time for patient access to ALS or a definitive care facility and enhancing the skills and training of volunteer first responders. WMFPD will continue to:
 - a. Recruit, train and maintain a pool of qualified volunteer first responders.
 - b. Achieve and maintain 24-hour, 7 day per week response coverage.
 - c. Achieve and maintain a 20-minute response time on 90% of calls for service.

2. Data Entry. WMFPD will enter all EMS runs into the ePCR system as required by protocols and policies established by ICEMA (such policies are currently located in ICEMA Policy Number 5030 of the ICEMA Policy and Procedure Manual).
3. Payment of Expenses. WMFPD shall be responsible for and will pay all costs and expenses of any sort or nature related to its provision of emergency medical services within the WMFPD Communities including, but not limited to the costs and expenses of: vehicle acquisition or lease, operation and maintenance, operating; insurance premiums and deductibles; stipends, reimbursements or benefits; supplies, equipment and materials; training (except to the extent County may include WMFPD volunteers in trainings pursuant to Section I of this MOU); communications equipment and devices; station maintenance; administrative costs; mileage and personnel.
4. Payment Process and Terms. WMFPD will present payment warrants on a form or forms provided by the County, along with such supporting documents as may be reasonably requested by the Finance Department, to the Finance Director for payment of expenses from the WMFPD Ambulance Operating Fund. County shall pay such expenses within two weeks of receipt of a warrant with all supporting documentation. In the event proper documentation is not received, the County shall inform WMFPD in writing what items are required before the warrant is complete and payment shall be made within two weeks of receipt of such items.
5. Audited Financial Statement. WMFPD will provide the County with its audited financial statement annually, no later than by April 15 following the close of the fiscal year.
6. Proration of Costs Among Services. Where a cost or expense of providing enhanced BLS services under this MOU is a shared cost or expense of another program of WMFPD (e.g., electric bills at the fire station which support both fire and EMS functions of WMFPD), then payment from the Ambulance Operating Fund for that cost or expense shall be allocated between the functions based on the portion attributable to each program, in accordance with generally accepted accounting principles, and as approved by the County's Finance Director.
7. Taxes and Labor/Employment Compliance. WMFPD and its officers, employees and volunteers shall be responsible for the payment of any tax, for any required tax withholding or reporting and for compliance with any applicable tax, employment, labor, or other applicable law or regulation.
8. Credentialing and Certification. WMFPD will verify and maintain all necessary emergency medical technician and/or paramedic (as applicable) pre-hospital credentials, certifications and licenses for any volunteer who

responds to a call for first responder emergency medical services or BLS transportation services. Provide copies or verification of such certifications or licenses to County or ICEMA upon request.

9. Vehicles. WMFPD will maintain in good working, and pay all costs associated with, any emergency medical vehicle(s) owned, leased or used by WMFPD to provide first-responder BLS services within the WMFPD Communities.

WMFPD will comply with the provisions of any Memorandum of Understanding pertaining to the use and maintenance of EMS vehicle(s) provided to WMFPD by County and ensure and be responsible for maintaining and supplying such vehicle(s) with all necessary BLS equipment, communication devices and/or supplies.

10. Maintenance of Relationships. WMFPD will maintain a cooperative and professional working relationship with the local hospitals, the Mono County Paramedics, other first responders, and with other emergency medical transport entities.
11. Fees for Service. WMFPD may request fees, as set forth in ICEMA's Rate Schedule, for services provided from any person or entity having the responsibility to pay WMFPD for such services and such shall be deposited into the Ambulance Operating Fund to support the costs of providing enhanced BLS services under this MOU.
12. Billing and Collections. WMFPD shall obtain its own Medicare and MediCal Provider numbers no later than by September 1, 2024. The County will provide technical support for this process. Until such time as Provider numbers are obtained and provided to the County, County will bill for WMFPD services and will retain 10% of revenue received to cover costs. During that period, WMFPD will respond to all billing-related inquiries from the County within 15 business days, to ensure claims are billed within statutory deadlines. Thereafter, WMFPD shall assume all billing and collections responsibilities.
13. Compliance with Laws. WMFPD will comply with all laws and regulations, including record keeping and retention, standard of care, and other rules governing EMS operations as may be required by State Law, ICEMA, or County, and shall be subject to audit by County, ICEMA, or any authorized agency to ensure compliance. WMFPD understands and agrees that any services provided by WMFPD are the sole responsibility of WMFPD and ensures and verifies that WMFPD is capable and able to provide competent emergency medical services.
14. Defense and Indemnification. WMFPD shall defend, with counsel acceptable to County, indemnify and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs

and attorney's fees, arising out of, resulting from or in connection with, the performance of this agreement by WMFPD or WMFPD's volunteers, agents, officers, or employees, including those arising under or related to WMFPD's compliance with the Fair Labor Standards Act. The obligations under this paragraph apply to any actual or alleged damages, personal injury, death, damage or destruction to tangible or intangible property, including the loss of use, caused or alleged to be caused in whole or in part by any act or omission of WMFPD, its volunteers, agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

15. Insurance. WMFPD shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by WMFPD, their agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance.

(1) Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if WMFPD has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions): Insurance appropriate to the WMFPD's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

(2) If the WMFPD maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by WMFPD. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the WMFPD including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to WMFPD's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, WMFPD's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the WMFPD's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** WMFPD may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until WMFPD's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** WMFPD hereby grants to County a waiver of any right to subrogation which any insurer of WMFPD may acquire against the County by virtue of the payment of any loss under such insurance. WMFPD agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require WMFPD to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of WMFPD or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may

deduct from any amounts otherwise due WMFPD to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
 - (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, WMFPD must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
 - (9) **Verification of Coverage:** WMFPD shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the WMFPD's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
 - (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
16. **Payroll Documentation.** WMFPD shall prepare and maintain all documentation relative to the payment to volunteers pursuant to this MOU, including, without limitation, liability insurance, workers' compensation coverage; payroll/income tax deductions and reporting, training received, certifications; and licenses. District shall maintain these records for a period of at least four (4) years from the last date service was provided by the volunteer, and shall permit County and/or ICEMA to inspect such records upon reasonable notice.

III. General Provisions

1. No officer, agent, employee or volunteer of WMFPD shall have authority to bind, or incur any obligation on behalf of, County nor hold themselves out to be representative, agent, employee or officer of County. It is expressly understood by both County and WMFPD that this MOU shall not be construed or considered to create an employer-employee relationship or joint venture between the parties and that WMFPD is solely responsible for determining the methods, means and details of providing enhanced BLS first-responder services within the WMFPD Communities that accomplish the results set forth herein.
2. This MOU is entered into by and between the Mono County Board of Supervisors and the District's Board of Commissioners and may be modified in writing by any persons authorized by the Board of Supervisors or Board of Commissioners, to the extent so authorized.
3. Pursuant to State law, this MOU is subject to the LEMSA's EMS Plan, and all LEMSA ordinances, policies, and protocols. ICEMA, as the LEMSA, has the authority to withdraw its consent to this MOU if it determines a party violates of any provision of the EMS Plan or any ICEMA ordinance, policy or protocol relating to this MOU. The parties agree to receive notices describing any such violation and/or action by ICEMA to withdraw its consent to this MOU, addressed as stated in section 5 below.
4. The initial term of this MOU shall be from July 1, 2023, until June 30, 2029, with automatic renewals of one-year thereafter unless terminated by either party. This MOU may be terminated at any time upon the provision of thirty (30) days' written notice. Upon termination or expiration, all funds remaining in the Ambulance Operating Fund shall revert to the County and any single piece of equipment having a value in excess of \$5,000 and purchased with moneys in or from the Ambulance Operating Fund shall become the property of the County unless otherwise agreed in writing.
5. The ability of County to enter into this Agreement is based upon available funding from various sources and appropriation by the Board of Supervisors. 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 WMFPD of the termination, reduction, or modification of available funding.
6. Any notice, communication, amendments, additions or deletions to this MOU, including change of address of any party during the term of this MOU, which WMFPD 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 to the respective parties as follows:

County of Mono:	WMFPD:
Sandra Moberly	Dave Doonan
Mono County Administrator	Fire Chief
Mono County	White Mountain FPD

P.O. Box 696
Bridgeport, CA 93517

25470 Highway 6
Benton, CA 93512

7. This MOU shall be interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its purposes. If any provision of this MOU, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
8. This MOU represents the entire understanding of the parties with respect to the matters discussed herein. No prior understanding or agreement between the parties, whether oral or written, shall be of any further force or effect unless specifically referenced herein. Accordingly, this agreement shall supersede, and replace, any prior agreement, or portion thereof, between County and WMFPD for the payment or reimbursement of expenses incurred by WMFPD for the provision of EMS services.
9. 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. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.
10. The Mono County Counsel's Office has disclosed to the parties that it has a pre-existing attorney-client relationship with each of them (Mono County and the White Mountain Fire Protection District). Knowing that, the parties nevertheless give their informed written consent to the County Counsel's office advising the County in regard to this MOU. The parties knowingly and voluntarily waive any actual or potential conflict associated with such representation.

III. Execution

The parties shall be deemed to have executed this MOU through their undersigned representatives, as of the date last written below.

COUNTY OF MONO

WHITE MOUNTAIN FIRE
PROTECTION DISTRICT

By: John Peters
Its: Board Chair

By: Dave Doonan
Its: Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

Mono County Counsel

APPROVED BY RISK MANAGEMENT:

Jay Sloane, Mono County Risk Manager

**ATTACHMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MONO AND THE WHITE
MOUNTAIN FIRE PROTECTION DISTRICT FOR EMERGENCY
MEDICAL TRANSPORT AND BASIC LIFE SUPPORT SERVICES**

**TERM: January 1, 2023 – June 30, 2029
(with automatic one-year renewals thereafter)**

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the “Agreement”) between the County of Mono, (the “Business Associate”) and the White Mountain Fire Protection District (the “Covered Entity”), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, “Services”), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”).

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in Sections 160.103, 164.304 and 164.501.

(a) **Business Associate.** “Business Associate” shall mean the party identified above as the “Business Associate”.

(b) **Breach.** “Breach” shall have the same meaning as the term “breach” in Section 164.402.

(c) **Covered Entity.** “Covered Entity” shall mean the County of Mono, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) **Designated Record Set.** “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.

(e) **Electronic Protected Health Information.** “Electronic Protected Health Information” (“EPHI”) is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) Individual. “Individual” shall have the same meaning as the term “Individual” in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) Master Agreement. “Master Agreement” shall mean the contract or other agreement to which this Attachment is attached and made a part of.

(h) Minimum Necessary. “Minimum Necessary” shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d)(1): *Standard: Minimum Necessary Requirements*.

(i) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.

(l) Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his/her designee.

(m) Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

4. **Compliance with the HIPAA Privacy and Security Rules.**

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

5. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Attachment A to this Exhibit, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Scope of Work (Attachment A) of the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected

Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it 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 the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. Appropriate Safeguards.

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. Reporting Unauthorized Uses and Disclosures.

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is

known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

9. Indemnification.

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts

or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

10. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, or a person or entity designated by the Individual in order to meet the requirements under Section 164.524 and HITECH Act Section 13405(e)(1).

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information 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 Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. Obligations of Covered Entity.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. Agents and Subcontractors of Business Associate.

(a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent,

subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. Term and Termination.

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that

Business Associate has violated a material term of this Agreement.

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. **Entire Agreement.** This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Mono County Privacy Officer
Office of County Counsel
P.O. Box 2415
Mammoth Lakes, CA 93546

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. **Lost Revenues; Penalties/Fines.**

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: County Administrative Office

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sandra Moberly, County
Administrative Officer

SUBJECT Resolution to Provide 3% Cost-of-Living Adjustment for At-Will County Employees and Elected Department Heads

AGENDA DESCRIPTION:

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

Proposed resolution to approve a 3% cost-of-living adjustment for unrepresented at-will management level employees and elected department heads.

RECOMMENDED ACTION:

Adopt the proposed resolution establishing and adjusting the base compensation for unrepresented at-will employees and elected department heads to implement a 3% cost of living adjustment. Provide any desired direction to staff.

FISCAL IMPACT:

The fiscal impact of this request for the remainder of this fiscal year is estimated at \$48,313 with \$91,745 being the increase in salary costs and \$43,432 being the net savings from pension cost sharing. The County's General Fund funds approximately 81% of this cost/savings.

CONTACT NAME: Sandra Moberly

PHONE/EMAIL: 760-932-5410 /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution Enacting COLA
Matrix

History

Time	Who	Approval
1/3/2024 9:30 PM	County Counsel	Yes
1/3/2024 6:04 AM	Finance	Yes
1/3/2024 10:56 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP
PO Box 696
Bridgeport, CA 93517-0696
(760) 932-5410
smoberly@mono.ca.gov
www.mono.ca.gov

January 9, 2024

To: Board of Supervisors

From: Sandra Moberly, County Administrative Officer

Re: Cost of Living Adjustment for At-Will Employees

BOARD OF SUPERVISORS

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Rhonda Duggan / District 2

VICE CHAIR

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Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

Recommended Action

Adopt proposed resolution establishing and adjusting the base compensation for unrepresented at-will employees to implement a 3% cost of living adjustment.

Discussion

County management-level at-will employees are not members of any bargaining unit, but instead are employed pursuant to individual employment agreements and subject to compensation and benefits policies adopted by the Board.

On June 15, 2021, the Board adopted R21-44, implementing the current management compensation policy ("*Mono County Policy Regarding Compensation of At-Will and Elected Management-Level Officers and Employees*"). As a companion to that policy, the Board adopted a Salary Matrix setting forth salary ranges for unrepresented at-will employee positions (and elected department head positions), which was most recently updated in February 2023 by Resolution R23-016.

Developed shortly before inflation began rising in the United States, the compensation policy eliminated COLAs for unrepresented at-will employees (and elected department heads) for the years 2022 and 2023. Instead, the policy provided for a classification and compensation study to be conducted in January of 2024, with salaries modified thereafter in accordance with the survey results.

However, since June of 2021, the rate of inflation in the United States, including in Mono County, has risen significantly, with consumer prices rising 12.1% since the policy was adopted in June 2021. Due to the astronomic inflation, a 2% COLA was provided for At-Will employees in 2023 by R22-139.

The Memorandum of Understanding (MOU) with the County's largest bargaining unit, the Mono County Public Employees (MCPE), provides for a three percent (3%) cost of living adjustment (COLA) for all MCPE employees, effective for the first pay period following adoption of the MOU. Similarly, the County recently approved MOUs with the Deputy Sheriffs' Association, Mono County Paramedic and Fire Rescue Association,

Deputy Probation Officers bargaining unit and the Correctional Deputy Officers' Association, each of which addressed inflation through COLAs, salary increases or both.

In recognition of the significant impact which cost of living increases have had on all its employees, it is recommended that the Board of Supervisors implement the same COLA for its unrepresented, at-will employees as is in place for MCPE employees.

The proposed resolution would adopt a new salary matrix for ALL unrepresented, management level employees (both elected department heads and appointed at-will employees), to provide a 3% COLA.



RESOLUTION NO. R24-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ESTABLISHING AND
ADJUSTING THE BASE COMPENSATION FOR
UNREPRESENTED AT-WILL EMPLOYEES AND ELECTED
DEPARTMENT HEADS TO IMPLEMENT A
3% COST OF LIVING ADJUSTMENT**

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

WHEREAS, certain County management-level employees are not members of any bargaining unit, but instead are employed pursuant to at-will employment agreements (hereinafter the “Unrepresented Employees”); and

WHEREAS, on June 15, 2021, the Board of Supervisors adopted R21-44, approving and implementing the Mono County Policy Regarding Compensation of At-Will and Elected Management-Level Officers and Employees (hereinafter the “Management Compensation Policy” or “Policy”) and associated Salary Matrix applicable to said officers and employees, and most recently updated by Resolution R23-016 (the “Salary Matrix”); and

WHEREAS, a two percent (2%) cost of living adjustment (COLA) was provided to Unrepresented Employees in 2023; and

WHEREAS, since the Policy was adopted in 2021, the rate of inflation in the United States, including in Mono County, has risen significantly, with consumer prices rising 9.1% in the twelve -month period following adoption (ending June 30, 2022), and 3.2% during the twelve-month period ending on June 30, 2023, for a total of 12.3% inflation since adoption of the Policy; and

WHEREAS, the Mono County Public Employees and the Deputy Probation Officers bargaining units have recently negotiated an increase in the monthly employee pension contribution to the California Public Employees’ Retirement System (PERS) which will apply to all employees who are Classic members of the PERS miscellaneous and Probation retirement plans, including some of the Unrepresented Employees; and

1 **WHEREAS**, the Memorandum of Understanding (MOU) with the County’s largest
2 bargaining unit, the Mono County Public Employees (MCPE), provides for a three percent (3%)
3 COLA for all MCPE employees, effective for the first pay period following adoption of the
4 MOU; and

5 **WHEREAS**, similarly the County recently approved MOUs with the Deputy Sheriffs’
6 Association, Mono County Paramedic and Fire Rescue Association, Deputy Probation Officers
7 bargaining unit and the Correctional Deputy Officers’ Association, each of which addressed
8 inflation through COLAs, salary increases or both; and

9 **WHEREAS**, in recognition of the significant impact which cost of living and pension
10 contribution increases have had on all its employees, the Board of Supervisors wishes to
11 implement a COLA for its Unrepresented Employees in the amount of the COLA provided to
12 MCPE employees;

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

15 **SECTION ONE:** Notwithstanding anything to the contrary in the Management Benefits
16 Policy, the base salary for all at-will management level positions, including elected department
17 head positions, shall be increased to the amounts shown on the Salary Matrix which is attached
18 hereto as **Exhibit A** and incorporated by this reference, effective January 7, 2024.

19 **SECTION TWO:** This Resolution shall supersede and replace, in its entirety,
20 Resolution R22-139 (“Resolution of the Mono County Board of Supervisors Establishing and
21 Adjusting the Base Compensation for Unrepresented At-Will Employees to Implement a 2%
22 Cost of Living Adjustment”) and Resolution R23-016 (“Resolution of the Mono County Board
23 of Supervisors Adopting a Revised Salary Matrix to At-Will Employees and Elected Department
24 Heads to Eliminate the Positions of Roads Operations and Fleet Superintendent (Range 14) and
25 Add the Position of Road Operations Superintendent, (Range 11), Superseding and Replacing
26 Resolution R23-009”), which shall be of no further force or effect.

27 **SECTION THREE:** The County Administrative Officer and the Director of Finance are
28 authorized and directed to take such steps as may be necessary to adjust the affected salaries in
29 accordance with this Resolution and **Exhibit A**.

30 **PASSED, APPROVED and ADOPTED** this 9th day of January, 2024, by the following
31 vote, to wit:

32 **AYES:**

NOES:

ABSENT:

ABSTAIN:

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John Peters, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

MONO COUNTY

At-Will Positions

Salary Matrix-effective 1/7/2024, 3% COLA

Class Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
	1	Hourly	\$ 26.67	\$ 28.00	\$ 29.40	\$ 30.87	\$ 32.41
		Bi-weekly	\$ 2,133	\$ 2,240	\$ 2,352	\$ 2,470	\$ 2,593
		Monthly	\$ 4,622	\$ 4,853	\$ 5,096	\$ 5,351	\$ 5,618
		Annual	\$ 55,465	\$ 58,238	\$ 61,150	\$ 64,208	\$ 67,418
HR Specialist	2	Hourly	\$ 28.00	\$ 29.40	\$ 30.87	\$ 32.41	\$ 34.03
		Bi-weekly	\$ 2,240	\$ 2,352	\$ 2,470	\$ 2,593	\$ 2,723
		Monthly	\$ 4,853	\$ 5,096	\$ 5,351	\$ 5,618	\$ 5,899
		Annual	\$ 58,238	\$ 61,150	\$ 64,207	\$ 67,418	\$ 70,789
	3	Hourly	\$ 29.40	\$ 30.87	\$ 32.41	\$ 34.03	\$ 35.73
		Bi-weekly	\$ 2,352	\$ 2,470	\$ 2,593	\$ 2,723	\$ 2,859
		Monthly	\$ 5,096	\$ 5,351	\$ 5,618	\$ 5,899	\$ 6,194
		Annual	\$ 61,150	\$ 64,208	\$ 67,418	\$ 70,789	\$ 74,328
	4	Hourly	\$ 30.87	\$ 32.41	\$ 34.03	\$ 35.73	\$ 37.52
		Bi-weekly	\$ 2,470	\$ 2,593	\$ 2,723	\$ 2,859	\$ 3,002
		Monthly	\$ 5,351	\$ 5,618	\$ 5,899	\$ 6,194	\$ 6,504
		Annual	\$ 64,207	\$ 67,418	\$ 70,789	\$ 74,328	\$ 78,045
HR Generalist	5	Hourly	\$ 32.41	\$ 34.03	\$ 35.73	\$ 37.52	\$ 39.40
		Bi-weekly	\$ 2,593	\$ 2,723	\$ 2,859	\$ 3,002	\$ 3,152
		Monthly	\$ 5,618	\$ 5,899	\$ 6,194	\$ 6,504	\$ 6,829
		Annual	\$ 67,418	\$ 70,789	\$ 74,328	\$ 78,045	\$ 81,947
Director of Animal Services	6	Hourly	\$ 34.03	\$ 35.73	\$ 37.52	\$ 39.40	\$ 41.37
		Bi-weekly	\$ 2,723	\$ 2,859	\$ 3,002	\$ 3,152	\$ 3,309
		Monthly	\$ 5,899	\$ 6,194	\$ 6,504	\$ 6,829	\$ 7,170
		Annual	\$ 70,788	\$ 74,328	\$ 78,044	\$ 81,946	\$ 86,044
	7	Hourly	\$ 35.73	\$ 37.52	\$ 39.40	\$ 41.37	\$ 43.44
		Bi-weekly	\$ 2,859	\$ 3,002	\$ 3,152	\$ 3,309	\$ 3,475
		Monthly	\$ 6,194	\$ 6,504	\$ 6,829	\$ 7,170	\$ 7,529
		Annual	\$ 74,328	\$ 78,044	\$ 81,946	\$ 86,044	\$ 90,346
DA Operations and Program Supervisor	8	Hourly	\$ 37.52	\$ 39.40	\$ 41.37	\$ 43.44	\$ 45.61
		Bi-weekly	\$ 3,002	\$ 3,152	\$ 3,309	\$ 3,475	\$ 3,649
		Monthly	\$ 6,504	\$ 6,829	\$ 7,170	\$ 7,529	\$ 7,905
		Annual	\$ 78,045	\$ 81,947	\$ 86,044	\$ 90,347	\$ 94,864
Assistant to the CAO Outdoor Recreation Manager Public Works Project Manager Solid Waste Superintendent	9	Hourly	\$ 39.40	\$ 41.37	\$ 43.44	\$ 45.61	\$ 47.89
		Bi-weekly	\$ 3,152	\$ 3,309	\$ 3,475	\$ 3,649	\$ 3,831
		Monthly	\$ 6,829	\$ 7,170	\$ 7,529	\$ 7,905	\$ 8,301
		Annual	\$ 81,947	\$ 86,044	\$ 90,346	\$ 94,864	\$ 99,607
Assistant Clerk / Recorder	10	Hourly	\$ 41.37	\$ 43.44	\$ 45.61	\$ 47.89	\$ 50.28
		Bi-weekly	\$ 3,309	\$ 3,475	\$ 3,649	\$ 3,831	\$ 4,023
		Monthly	\$ 7,170	\$ 7,529	\$ 7,905	\$ 8,301	\$ 8,716
		Annual	\$ 86,044	\$ 90,346	\$ 94,864	\$ 99,607	\$ 104,587
Deputy County Counsel I District Attorney Investigator II Parks and Facilities Superintendent Public Health Equity Officer Roads Operations Superintendant Solid Waste and Fleet Superintendent	11	Hourly	\$ 43.44	\$ 45.61	\$ 47.89	\$ 50.28	\$ 52.80
		Bi-weekly	\$ 3,475	\$ 3,649	\$ 3,831	\$ 4,023	\$ 4,224
		Monthly	\$ 7,529	\$ 7,905	\$ 8,301	\$ 8,716	\$ 9,151
		Annual	\$ 90,346	\$ 94,864	\$ 99,607	\$ 104,587	\$ 109,817
Economic Development Manager Risk Manager	12	Hourly	\$ 45.61	\$ 47.89	\$ 50.28	\$ 52.80	\$ 55.44
		Bi-weekly	\$ 3,649	\$ 3,831	\$ 4,023	\$ 4,224	\$ 4,435
		Monthly	\$ 7,905	\$ 8,301	\$ 8,716	\$ 9,151	\$ 9,609
		Annual	\$ 94,864	\$ 99,607	\$ 104,587	\$ 109,817	\$ 115,308
Assistant Assessor Deputy County Counsel II Environmental Health Manager	13	Hourly	\$ 47.89	\$ 50.28	\$ 52.80	\$ 55.44	\$ 58.21
		Bi-weekly	\$ 3,831	\$ 4,023	\$ 4,224	\$ 4,435	\$ 4,657
		Monthly	\$ 8,301	\$ 8,716	\$ 9,151	\$ 9,609	\$ 10,089
		Annual	\$ 99,606	\$ 104,587	\$ 109,816	\$ 115,307	\$ 121,072
Adult Services Manager Assistant Director of Finance Children's Services Manager County Clerk / Recorder Director of Clinical Services	14	Hourly	\$ 50.28	\$ 52.80	\$ 55.44	\$ 58.21	\$ 61.12
		Bi-weekly	\$ 4,023	\$ 4,224	\$ 4,435	\$ 4,657	\$ 4,889
		Monthly	\$ 8,716	\$ 9,151	\$ 9,609	\$ 10,089	\$ 10,594
		Annual	\$ 104,587	\$ 109,817	\$ 115,307	\$ 121,073	\$ 127,126

MONO COUNTY

At-Will Positions

Salary Matrix-effective 1/7/2024, 3% COLA

Health and Human Services Chief Fiscal Officer Health Program Manager-Clinical Services Health Program Manager-Community Health Housing Opportunities Manager Program Manager-Eligibility								
Assistant Director of Economic Development	15	Hourly	\$ 52.80	\$ 55.44	\$ 58.21	\$ 61.12	\$ 64.17	
County Engineer		Bi-weekly	\$ 4,224	\$ 4,435	\$ 4,657	\$ 4,889	\$ 5,134	
Deputy County Counsel III		Monthly	\$ 9,151	\$ 9,609	\$ 10,089	\$ 10,594	\$ 11,124	
Deputy District Attorney III		Annual	\$ 109,816	\$ 115,307	\$ 121,072	\$ 127,126	\$ 133,482	
Director of Economic Development	16	Hourly	\$ 55.44	\$ 58.21	\$ 61.12	\$ 64.17	\$ 67.38	
		Bi-weekly	\$ 4,435	\$ 4,657	\$ 4,889	\$ 5,134	\$ 5,391	
		Monthly	\$ 9,609	\$ 10,089	\$ 10,594	\$ 11,124	\$ 11,680	
		Annual	\$ 115,308	\$ 121,073	\$ 127,127	\$ 133,483	\$ 140,157	
County Assessor	16A	Hourly	\$ 54.35	\$ 57.07	\$ 59.92	\$ 62.92	\$ 66.06	
		Bi-weekly	\$ 4,348	\$ 4,565	\$ 4,794	\$ 5,033	\$ 5,285	
		Monthly	\$ 9,421	\$ 9,892	\$ 10,386	\$ 10,905	\$ 11,451	
		Annual	\$ 113,047	\$ 118,699	\$ 124,634	\$ 130,866	\$ 137,409	
Budget Officer	17	Hourly	\$ 58.21	\$ 61.12	\$ 64.17	\$ 67.38	\$ 70.75	
Chief of Emergency Medical Services		Bi-weekly	\$ 4,657	\$ 4,889	\$ 5,134	\$ 5,391	\$ 5,660	
Management Analyst		Monthly	\$ 10,089	\$ 10,594	\$ 11,124	\$ 11,680	\$ 12,264	
		Annual	\$ 121,073	\$ 127,127	\$ 133,483	\$ 140,157	\$ 147,165	
Assistant County Counsel	18	Hourly	\$ 61.12	\$ 64.17	\$ 67.38	\$ 70.75	\$ 74.29	
Assistant District Attorney		Bi-weekly	\$ 4,889	\$ 5,134	\$ 5,391	\$ 5,660	\$ 5,943	
Director of Behavioral Health		Monthly	\$ 10,594	\$ 11,124	\$ 11,680	\$ 12,264	\$ 12,877	
Director of Community Development		Annual	\$ 127,127	\$ 133,483	\$ 140,157	\$ 147,165	\$ 154,523	
Health and Human Services Deputy Director Human Resources Director								
Chief Probation Officer	19	Hourly	\$ 64.17	\$ 67.38	\$ 70.75	\$ 74.29	\$ 78.00	
		Bi-weekly	\$ 5,134	\$ 5,391	\$ 5,660	\$ 5,943	\$ 6,240	
		Monthly	\$ 11,124	\$ 11,680	\$ 12,264	\$ 12,877	\$ 13,521	
		Annual	\$ 133,483	\$ 140,157	\$ 147,165	\$ 154,523	\$ 162,249	
Director of Public Works / Road Operations	20	Hourly	\$ 67.38	\$ 70.75	\$ 74.29	\$ 78.00	\$ 81.90	
Undersheriff		Bi-weekly	\$ 5,391	\$ 5,660	\$ 5,943	\$ 6,240	\$ 6,552	
Director of Emergency Management		Monthly	\$ 11,680	\$ 12,264	\$ 12,877	\$ 13,521	\$ 14,197	
		Annual	\$ 140,156	\$ 147,164	\$ 154,522	\$ 162,248	\$ 170,361	
Assistant County Administrative Officer	21	Hourly	\$ 70.75	\$ 74.29	\$ 78.00	\$ 81.90	\$ 86.00	
Chief People Officer		Bi-weekly	\$ 5,660	\$ 5,943	\$ 6,240	\$ 6,552	\$ 6,880	
Director of Finance		Monthly	\$ 12,264	\$ 12,877	\$ 13,521	\$ 14,197	\$ 14,907	
Director of Information Technology		Annual	\$ 147,165	\$ 154,523	\$ 162,249	\$ 170,362	\$ 178,880	
District Attorney	21A	Hourly	\$ 69.37	\$ 72.83	\$ 76.47	\$ 80.30	\$ 84.31	
Sheriff-Coroner		Bi-Weekly	\$ 5,549	\$ 5,827	\$ 6,118	\$ 6,424	\$ 6,745	
		Monthly	\$ 12,023	\$ 12,624	\$ 13,256	\$ 13,918	\$ 14,614	
		Annual	\$ 144,279	\$ 151,493	\$ 159,068	\$ 167,021	\$ 175,372	
	22	Hourly	\$ 74.29	\$ 78.00	\$ 81.90	\$ 86.00	\$ 90.30	
		Bi-weekly	\$ 5,943	\$ 6,240	\$ 6,552	\$ 6,880	\$ 7,224	
		Monthly	\$ 12,877	\$ 13,521	\$ 14,197	\$ 14,907	\$ 15,652	
		Annual	\$ 154,523	\$ 162,249	\$ 170,362	\$ 178,880	\$ 187,824	
	23	Hourly	\$ 78.00	\$ 81.90	\$ 86.00	\$ 90.30	\$ 94.81	
		Bi-weekly	\$ 6,240	\$ 6,552	\$ 6,880	\$ 7,224	\$ 7,585	
		Monthly	\$ 13,521	\$ 14,197	\$ 14,907	\$ 15,652	\$ 16,435	
		Annual	\$ 162,249	\$ 170,362	\$ 178,880	\$ 187,824	\$ 197,215	
Health and Human Services Director	24	Hourly	\$ 81.90	\$ 86.00	\$ 90.30	\$ 94.81	\$ 99.56	
		Bi-weekly	\$ 6,552	\$ 6,880	\$ 7,224	\$ 7,585	\$ 7,964	
		Monthly	\$ 14,197	\$ 14,907	\$ 15,652	\$ 16,435	\$ 17,256	
		Annual	\$ 170,361	\$ 178,879	\$ 187,823	\$ 197,214	\$ 207,075	
County Administrative Officer	25	Hourly	\$ 86.00	\$ 90.30	\$ 94.81	\$ 99.56	\$ 104.53	
County Counsel		Bi-weekly	\$ 6,880	\$ 7,224	\$ 7,585	\$ 7,964	\$ 8,363	
		Monthly	\$ 14,907	\$ 15,652	\$ 16,435	\$ 17,256	\$ 18,119	
		Annual	\$ 178,879	\$ 187,823	\$ 197,214	\$ 207,075	\$ 217,429	
	26	Hourly	\$ 90.30	\$ 94.81	\$ 99.56	\$ 104.53	\$ 109.76	
		Bi-weekly	\$ 7,224	\$ 7,585	\$ 7,964	\$ 8,363	\$ 8,781	

MONO COUNTY

At-Will Positions

Salary Matrix-effective 1/7/2024, 3% COLA

		Monthly	\$ 15,652	\$ 16,435	\$ 17,256	\$ 18,119	\$ 19,025
		Annual	\$ 187,823	\$ 197,214	\$ 207,075	\$ 217,429	\$ 228,300
Public Health Officer	27	Hourly	\$ 94.81	\$ 99.56	\$ 104.53	\$ 109.76	\$ 115.25
		Bi-weekly	\$ 7,585	\$ 7,964	\$ 8,363	\$ 8,781	\$ 9,220
		Monthly	\$ 16,435	\$ 17,256	\$ 18,119	\$ 19,025	\$ 19,976
		Annual	\$ 197,214	\$ 207,075	\$ 217,429	\$ 228,300	\$ 239,715
	28	Hourly	\$ 99.56	\$ 104.53	\$ 109.76	\$ 115.25	\$ 121.01
		Bi-weekly	\$ 7,964	\$ 8,363	\$ 8,781	\$ 9,220	\$ 9,681
		Monthly	\$ 17,256	\$ 18,119	\$ 19,025	\$ 19,976	\$ 20,975
		Annual	\$ 207,075	\$ 217,429	\$ 228,301	\$ 239,716	\$ 251,701
	29	Hourly	\$ 104.53	\$ 109.76	\$ 115.25	\$ 121.01	\$ 127.06
		Bi-weekly	\$ 8,363	\$ 8,781	\$ 9,220	\$ 9,681	\$ 10,165
		Monthly	\$ 18,119	\$ 19,025	\$ 19,976	\$ 20,975	\$ 22,024
		Annual	\$ 217,429	\$ 228,300	\$ 239,715	\$ 251,701	\$ 264,286
	30	Hourly	\$ 109.76	\$ 115.25	\$ 121.01	\$ 127.06	\$ 133.41
		Bi-weekly	\$ 8,781	\$ 9,220	\$ 9,681	\$ 10,165	\$ 10,673
		Monthly	\$ 19,025	\$ 19,976	\$ 20,975	\$ 22,024	\$ 23,125
		Annual	\$ 228,301	\$ 239,716	\$ 251,701	\$ 264,287	\$ 277,501



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

REGULAR AGENDA REQUEST

Print

MEETING DATE January 9, 2024

Departments: County Counsel

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Stacey Simon, County Counsel

SUBJECT Employment Agreement and Allocation List Amendment - Anne Frievalt

AGENDA DESCRIPTION:

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

Proposed resolutions 1. directing the County Administrative Officer to amend the list of allocated positions to add the position of Temporary (6 months) Staff Attorney in the office of the County Counsel; and 2. approving terms and conditions of employment for Anne L. Frievalt as a Temporary Staff Attorney in the office of the County Counsel.

RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt resolutions amending the list of allocated positions to add the position of Temporary Staff Attorney in the office of the County Counsel and approving terms and conditions of employment for Anne L. Frievalt.

FISCAL IMPACT:

The estimated cost of this 6-month temporary employment contract is \$85,440, of which \$77,266 is salary and \$8,175 is the cost of pension and payroll taxes. Budget savings is available to fund these unanticipated costs.

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"/> Staff report
<input type="checkbox"/> Resolution -- Allocation List
<input type="checkbox"/> Resolution -- Terms and Conditions of Employment
<input type="checkbox"/> Terms and Conditions of Employment

History

Time	Who	Approval
12/21/2023 1:17 PM	County Counsel	Yes
1/3/2024 6:00 AM	Finance	Yes
1/3/2024 2:51 PM	County Administrative Office	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christopher L. Beck

Deputy County Counsel
Emily R. Fox
Jeff Hughes

**OFFICE OF THE
COUNTY COUNSEL**
Mono County

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

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors

From: Stacey Simon

Date: January 9, 2024

Re: Employment of Anne L. Frievalt as Temporary Staff Attorney (up to 6 months) and corresponding amendment to Allocation List.

Strategic Plan Focus Area(s) Met

- A Thriving Economy Safe and Healthy Communities Mandated Function
 Sustainable Public Lands Workforce & Operational Excellence

Discussion

Anne L. Frievalt was employed as an attorney in the Mono County Counsel's office from 2016 through March of 2023. In 2023, Ms. Frievalt left her position as Assistant County Counsel in order to move with her family to San Luis Obispo County. Ms. Frievalt is now interested in temporarily returning to the office to provide services while the office is short-staffed due to a maternity leave. The office would be very happy to have Ms. Frievalt provide such services.

Accordingly, it is proposed that the Board authorize an amendment to the County of Mono List of Allocated Positions (the "Allocation List") to add the position of "Temporary Staff Attorney" within the office of the County Counsel and approve an agreement setting forth terms and conditions of employment for Anne L. Frievalt as Temporary Staff Attorney. The position would be created for a period of up to 6 months, but would remain filled only so long as there is a need for services. Ms. Frievalt's work would initially be full-time (i.e., 40 hours per week), but may be reduced to less than full-time, in the discretion of the County Counsel. Work would be performed remotely.

The position is unbenefited with two exceptions: (1) because Ms. Frievalt is a PERS member, she would be entitled to the employer's share of contributions to her PERS retirement; and (2) Ms. Frievalt would accrue sick leave in accordance with the County's management benefits policy. There is sufficient salary savings due to unpaid leave to cover Ms. Frievalt's short-term employment.

If you have any questions regarding this item, please contact me by phone or email.



R23-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE
OFFICER TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS
TO ADD ONE TEMPORARY STAFF ATTORNEY IN THE DEPARTMENT OF
COUNTY COUNSEL**

WHEREAS, the County of Mono maintains a list of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or “Allocation List”); and

WHEREAS, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources and implements collective bargaining agreements related to job classifications and pay rates; and

WHEREAS, the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of the job classifications on the Allocation List; and

WHEREAS, it is currently necessary to amend the Allocation List as part of maintaining proper accounting for hiring employees to perform public services;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that the County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

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1 Add the allocation of one Temporary (6 months) Staff Attorney, (new total: one) (salary
2 range \$10,285 - \$12,502 per month).

3 **PASSED, APPROVED and ADOPTED** this 9th day of January 2024, by the following
4 vote, to wit:

5 **AYES:**

6 **NOES:**

7 **ABSENT:**

8 **ABSTAIN:**

9
10
11 _____
12 John Peters, Chair
13 Mono County Board of Supervisors

14 **ATTEST:**

APPROVED AS TO FORM:

15
16 _____
17 Clerk of the Board

18
19 _____
20 County Counsel



RESOLUTION NO. R24-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF EMPLOYMENT OF ANNE L. FRIEVALT**

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement Regarding Terms and Conditions of Employment of Anne L. Frievalt, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Ms. Frievalt. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 9th day of January 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT REGARDING TERMS AND CONDITIONS OF
EMPLOYMENT OF ANNE L. FRIEVALT
AS TEMPORARY, NON-BENEFITTED, STAFF ATTORNEY
FOR MONO COUNTY**

This Agreement is entered into by and between Anne L. Frievalt and the County of Mono (hereinafter “County”).

I. RECITALS

The County Counsel has offered Anne L. Frievalt hereinafter (“Ms. Frievalt”) the temporary (up to 6 months), non-benefitted position of Staff Attorney for Mono County in accordance with the terms and conditions set forth in this Agreement. Ms. Frievalt wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence upon execution by both parties and shall remain in effect through June 30, 2024, unless earlier terminated in accordance with this Agreement.
2. Commencing January 9, 2024, Ms. Frievalt shall be employed by Mono County as a temporary Staff Attorney serving at the will and pleasure of the County Counsel. Ms. Frievalt accepts such employment. The County Counsel shall be deemed the “appointing authority” for all purposes with respect to Ms. Frievalt’s employment.
3. Ms. Frievalt’s salary shall be at Range 18 Step E of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R23-016 adopted on February 21, 2023, hereinafter the “*Salary Matrix*”), and as the same may be amended or updated from time to time and unilaterally implemented by the County. Ms. Frievalt’s work shall initially be full-time (i.e., 40 hours per week) but may be modified at the discretion of the County Counsel, consistent with paragraph 4.
4. As a temporary, non-benefitted employee, Ms. Frievalt shall not be entitled to those benefits (e.g., health, vision, dental, disability or life insurance, paid holidays, vacation leave, etc.) typically provided to the County’s full-time permanent employees. Notwithstanding the foregoing, Ms. Frievalt shall be entitled to sick leave in accordance with the County’s “Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees” adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
5. Ms. Frievalt is currently a member of the Public Employees Retirement System (PERS). The County shall pay the employer’s share of any retirement contributions on her behalf

and Ms. Frievalt shall pay the employee's share, as determined by the County's contract with PERS and/or County policy, and also any employee share of the "normal cost" of her retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).

4. Ms. Frievalt understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy is expressly contingent on her actual and regular rendering of personal services to the County. Should Ms. Frievalt cease rendering such services during this Agreement and be absent from work, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Frievalt's regular schedule be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.
5. Consistent with the "at will" nature of Ms. Frievalt's employment, the County Counsel may terminate Ms. Frievalt's employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Frievalt understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Counsel may, in his or her discretion, take during Ms. Frievalt's employment.
6. Ms. Frievalt may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Frievalt shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
7. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Frievalt
8. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Frievalt's employment with the County nor to give rise to any future contractual remedies for

breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Frievalt's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Ms. Frievalt shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Frievalt is convicted of a crime involving abuse of office or position.

9. Ms. Frievalt acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Frievalt further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.
10. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

III. EXECUTION

This Agreement is executed by the parties this 9th day of January, 2023

EMPLOYEE

THE COUNTY OF MONO

Anne L. Frievalt

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL