



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

March 5, 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. Proclamation Designating the Month of March 2024 as Grand Jury Awareness Month

Departments: Clerk of the Board

10 minutes

(Supervisor Duggan) - Proclamation designating March 2024 as Grand Jury Awareness Month.

Recommended Action: Approve the proclamation designating March 2024 as Grand Jury Awareness Month.

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. Resolution Authorizing Amendment of the Mono County Allocation List for the Sheriff's Office

Departments: Sheriff's Office

Proposed resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to change the salary range for Records Manager in the Office of the Sheriff.

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

Fiscal Impact: Salary and benefits for the position for the remainder of this fiscal year increase by \$1,387, which is \$1,189 for salary and \$199 for benefits. There is sufficient funding in the Sheriff's Office budget for the position.

B. Contract with Josh D. Hillemeier for the continued Provision of Indigent Defense Services

Departments: County Administrative Office

(Sandra Moberly, County Administrative Officer) - Proposed contract renewal with Josh Hillemeier for the provision of Indigent Defense Services (public defender).

Recommended Action: Approve and sign contract with Josh Hillemeier for indigent defense services for the period March 21, 2024, through March 20, 2029, for \$16,386.30 per month for the period of January 1, 2024, through December 31, 2024, with a two percent (2%) increase each year starting on January 1, 2025.

Fiscal Impact: The cost over the next six calendar years is: \$196,636, \$200,568, \$204,580, \$208,671, \$212,845, \$217,102, for a combined total maximum cost of \$1,240,401.

C. Lease of Office Space in Civic Center to Eastern Sierra Child Support Services

Departments: County Administrative Office / County Counsel

Amended proposed lease with Eastern Sierra Child Support Services pertaining to leasing space in the Mono County Civic Center, with updated insurance and subrogation language.

Recommended Action: Approve and authorize the CAO to sign lease with Eastern Sierra Child Support Services to lease space within the Mono County Civic Center for the period March 5, 2024, through March 1, 2027, at a rate of \$250 per month (\$3,000 per year).

Fiscal Impact: Receipt of \$3,000 annually which reduces rents paid by departments to cover debt service on the Civic Center Certificates of Participation.

D. Lee Vining Community Center Memorandum of Understanding

Departments: Public Works

Proposed updated MOU to replace the existing Lee Vining Community Center MOU between Mono County and the Mono Lake Kutzadika Tribe that memorializes use of a portion of the center by the Tribe as tribal offices.

Recommended Action: Approve and authorize the Chair to sign the updated MOU with the Kutzadika Tribe.

Fiscal Impact: None

E. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 1/31/2024.

Recommended Action: Approve the Treasury Transaction Report for the month ending 1/31/2024.

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. Email from Virginia Lakes Homeowner

Departments: Clerk of the Board

Email received from a Virginia Lakes homeowner regarding concerns with the High Sierra Snowcat and Yurt business.

7. REGULAR AGENDA - MORNING

A. Conversion of Department of Animal Services into Division of Animal Services

Departments: County Administrative Office

10 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Approval of actions required to convert the County's existing Department of Animal Services into a Division of Animal Services.

Recommended Action:

1. Announce fiscal impact and approve modified Agreement Regarding Terms and Conditions of Employment of Chris Mokrcek to change the temporary appointment as "Interim Animal Services Director" to a temporary appointment as "Interim Animal Services Manager"
2. Introduce, read title, and waive further reading of proposed ordinance amending Mono County Code Chapters 2.05 and 9.04 to replace references to

"Animal Services Department" and "Animal Services Director" with "Animal Services Division" and "Animal Services Manager". Provide any desired direction to staff.

Fiscal Impact: The modified agreement for Chris Mokracek results in the following annual fiscal impact: \$222,293 as Interim Animal Services Manager and Emergency Services Director (\$170,361 salary and \$51,932 benefits) and \$203,651 as solely Emergency Services Director (\$154,522 salary and \$49,129 benefits). Department reclassification of Animal Services to divisional results in some unknown amount of fiscal savings for the difference in compensation between a department head and a division manager.

B. Resolution Establishing the County Holiday of Juneteenth and Modifying the Christmas Eve Holiday

Departments: County Administrative Office/Human Resources
5 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Proposed resolution establishing the County Holiday of Juneteenth (June 18) and modifying the method of implementing the County's existing Christmas Eve Holiday.

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

Fiscal Impact: No additional fiscal impact to the County's budget. The character of employee wages changes from regular pay to holiday pay.

C. Terms and Conditions of Employment for Krista Cooper as Adult Services Manager

Departments: Health and Human Services Social Services
10 minutes

(Michelle Raust, Health and Human Services Social Services Deputy Director) - The Health and Human Services (HHS) Department wishes to employ Krista Cooper, MPA, as the HHS Adult Services Manager. Ms. Cooper has worked for Mono County as a Supervisor within the Social Services Department since 2016 and, in recent years, also as the county's Deputy Public Guardian. Staff is seeking approval of the Agreement Regarding Terms and Conditions of Employment for Krista Cooper as Health and Human Services Adult Services Manager for Mono County, an at-will position, at Range 14, Step C.

Recommended Action: Announce Fiscal Impact. Adopt proposed resolution approving Agreement Regarding Terms and Conditions of Employment for Krista Cooper as Health and Human Services Adult Services Manager for Mono County, an at-will position, at Range 14, Step C.

Fiscal Impact: This item increases spending for the remainder of this fiscal year by \$3,330, of which \$2,521 is salary and \$809 is benefits. If this item is

approved, the annual cost will be \$179,237, of which \$115,307 is salary and \$63,930 is benefits. The fiscal impact of this item is included in the Health and Human Services FY 2023-24 adopted budget.

D. Mono County Jail Facility - Update

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.

E. 2024-25 Budget Update

Departments: CAO, Finance

30 minutes

(Christine Bouchard, Assistant County Administrative Officer; Janet Dutcher, Finance Director; Megan Chapman, Budget Officer) - The 2024-25 Budget development is in progress with annual Budget Kickoff tomorrow, March 6. Budget Workshop is scheduled for May 16th. We will be producing a Preliminary Budget for adoption on June 18th. The Preliminary will be modified with updated local and state revenues as well as any new policy level decisions for a Public Hearing on August 8. The Final Budget will be modified based on the public hearing and brought back for adoption on September 17.

Recommended Action: None, informational only.

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, and Christine Bouchard. 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 - Anticipated Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government

Code section 54956.9. Number of potential cases: one.

C. Closed Session – Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono v. KR Property et al. Mono County Superior Court Case number: CV200081

D. Closed Session – Real Property Negotiation

CONFERENCE WITH REAL PROPERTY NEGOTIATOR. Government Code section 54956.8. Property Address: 264 Highway 182, Bridgeport, CA. County Negotiator: Mary Booher. Negotiating Parties: Garth Moore and Mono County. Under Negotiation: Price, terms and conditions.

E. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 5, 2024

Departments: Clerk of the Board

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Supervisor Duggan

SUBJECT Proclamation Designating the Month of March 2024 as Grand Jury Awareness Month

AGENDA DESCRIPTION:

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

Proclamation designating March 2024 as Grand Jury Awareness Month.

RECOMMENDED ACTION:

Approve the proclamation designating March 2024 as Grand Jury Awareness Month.

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> Proclamation</p>

History

Time	Who	Approval
2/26/2024 5:57 PM	County Counsel	Yes
2/26/2024 4:53 PM	Finance	Yes
2/28/2024 8:56 AM	County Administrative Office	Yes



**MONO COUNTY BOARD OF SUPERVISORS PROCLAMATION
MARCH 2024 GRAND JURY AWARENESS MONTH**

WHEREAS, every year in each of California's fifty-eight counties, nineteen to eleven ordinary citizens take an oath to voluntarily serve a term of one year as grand jurors; and

WHEREAS, grand juries have been in existence since the adoption of California's original Constitution in 1849-1850; and

WHEREAS, grand juries conduct their investigations under the auspices of the Superior Court of California and have broad access to public officials, employees, records, and information. One of the most important functions of a grand jury is to review the operations of the officers, departments, and agencies of local government; and

WHEREAS, grand juries are charged with investigating and reporting on local governmental operations to assure that their responsibilities are being fulfilled legally, efficiently, honestly and in the best interest of the public. Grand juries serve as a watchdog authority and are well suited to the effective investigation of local governments because they are independent bodies, operationally separate from the entities and officials they investigate; and

WHEREAS, the grand jury's fact-finding efforts result in reports that contain specific recommendations aimed at identifying problems and offering ways to improve government operations and enhance responsiveness; and

WHEREAS, the important work done by grand juries has a positive effect on our communities and makes California a better place to live; and

WHEREAS, the reward of being a grand juror is the satisfaction received from working with fellow residents and community members to improve local government for all; and

WHEREAS, it is appropriate to recognize the efforts of those jurors, both past and present, who have volunteered their time and service to the Mono County Grand Jury.

NOW, THEREFORE, the Mono County Board of Supervisors proclaims March 2024 as Grand Jury Awareness Month.

APPROVED AND ADOPTED this 5th day of March 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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 5, 2024

Departments: Sheriff's Office

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Resolution Authorizing Amendment of
the Mono County Allocation List for
the Sheriff's Office

AGENDA DESCRIPTION:

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

Proposed resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to change the salary range for Records Manager in the Office of the Sheriff.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

Salary and benefits for the position for the remainder of this fiscal year increase by \$1,387, which is \$1,189 for salary and \$199 for benefits. There is sufficient funding in the Sheriff's Office budget for the position.

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
Resolution (SS)

History

Time	Who	Approval
2/27/2024 8:50 AM	County Counsel	Yes
2/28/2024 3:48 PM	Finance	Yes

2/29/2024 8:38 AM

County Administrative Office

Yes

MONO COUNTY
SHERIFF
A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

DATE: March 5, 2024
TO: The Honorable Board of Supervisors

Clint Dohmen
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Allocation List Amendment

Recommended Action

Adopt proposed resolution authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to change the pay range for the Records Manager position from 61 to 69.

Discussion

The position of Records Manager was created in Fiscal Year 17/18. Prior to the position being created, the responsibilities of records management, custodian of evidence, and other requirements related to records and property were handled by a variety of personnel as ancillary duties, which created inconsistent practices and potential exposure to liability. In consolidating the responsibilities into one full-time position, we now have accountability and professionalism in both our records management and our property room.

When the position was created, the pay range was an estimate, based upon the minimum requirements. In the following years, the responsibilities of the position have expanded and demanded more training and expertise. The current pay range (61) is not reflective of the level of skill needed and should be equal to that of an Administrative Services Specialist (69). In order to achieve parity with similar positions, the Sheriff's Office is requesting to increase the pay range of Records Manager from 61 to 69.

Fiscal Impact

The increase in salary and benefits for the change in pay range for the Records Manager position is \$1,387.32 (salary \$1,188.69, benefits \$198.63) for the remainder of Fiscal Year 23/24. There are sufficient salary savings from unfilled positions in the current budget to cover the increase. There is no impact to the General Fund.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "IB", written over a white background.

Ingrid Braun
Sheriff-Coroner



R24-__

**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 CHANGE THE SALARY RANGE FOR RECORDS MANAGER IN THE
OFFICE OF THE SHERIFF**

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 Change the Salary Range for Records Manager from MCPE 61 to MCPE 69

2
3 **PASSED, APPROVED and ADOPTED** this 5th day of March, 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:**

15 **APPROVED AS TO FORM:**

16 _____
17 Clerk of the Board

18 _____
19 County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 5, 2024

Departments: County Administrative Office

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sandra Moberly, County
Administrative Officer

SUBJECT

Contract with Josh D. Hillemeier for
the continued Provision of Indigent
Defense Services

AGENDA DESCRIPTION:

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

Proposed contract renewal with Josh Hillemeier for the provision of Indigent Defense Services (public defender).

RECOMMENDED ACTION:

Approve and sign contract with Josh Hillemeier for indigent defense services for the period March 21, 2024, through March 20, 2029, for \$16,386.30 per month for the period of January 1, 2024, through December 31, 2024, with a two percent (2%) increase each year starting on January 1, 2025.

FISCAL IMPACT:

The cost over the next six calendar years is: \$196,636, \$200,568, \$204,580, \$208,671, \$212,845, \$217,102, for a combined total maximum cost of \$1,240,401.

CONTACT NAME: Sandra Moberly

PHONE/EMAIL: 760-932-5415 / smoberly@mono.ca.gov

SEND COPIES TO:

Josh D. Hillemeier <joshhillemeier@gmail.com>

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Draft Contract_Hillemeier
<input type="checkbox"/> Resolution

History

Time	Who	Approval
2/27/2024 5:09 PM	County Counsel	Yes
2/26/2024 4:52 PM	Finance	Yes
2/28/2024 8:09 AM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

To: Board of Supervisors

From: Sandra Moberly, County Administrative Officer

Date: March 5, 2023

Re: Contract with Josh D. Hillemeier for the continued provision of indigent defense services (public defender)

BOARD OF SUPERVISORS

CHAIR

John Peters / District 4

VICE CHAIR

Lynda Salcido / District 5

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Bob Gardner / District 3

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

FINANCE

Janet Dutcher, DPA, MPA, CGFM, CPA

HEALTH AND HUMAN SERVICES

Kathryn Peterson

INFORMATION TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

Strategic Plan Focus Area(s) Met

A Thriving Economy Safe and Healthy Communities Mandated Function

Sustainable Public Lands Workforce & Operational Excellence

Discussion

Mono County has historically contracted with three individuals or law firms to serve as public defenders in criminal and juvenile matters pending before the Mono County Superior Court. The County currently has active contracts with three attorneys: Sophie Bidet, Victoria Campbell, and Josh Hillemeier. Mr. Hillemeier's contract will expire in March and staff recommends entering into a new agreement in order to maintain continuity of services. The County has received positive feedback regarding Mr. Hillemeier's work from the Court and clients and it is in the County's best interest to continue this relationship.

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND JOSH D. HILLEMEIER, ESQ.,
FOR THE PROVISION OF INDIGENT DEFENSE SERVICES**

The County of Mono, a political subdivision of the State of California, hereinafter referred to as “the County,” and Josh D. Hillemeier, Esq., as an individual, hereinafter referred to as “the Contractor,” agree to the provision of Indigent Defense Services as outlined in this Agreement Between the County of Mono and Josh D. Hillemeier, Esq. for the Provision of Indigent Defense Services (“Agreement”). The County and the Contractor are sometimes referred to herein collectively as “the Parties.”

RECITALS

1. The County has a constitutionally mandated responsibility to provide indigent defense services.
2. The County desires to have and agrees to pay for legal services performed for eligible persons entitled to public representation in Mono County by the Contractor, as authorized by law.
3. The Contractor agrees that it will provide competent representation of clients as required by the controlling standards and rules of professional conduct.
4. The County and the Contractor agree that any and all funds provided pursuant to this Agreement are provided for the sole purpose of provision of legal services, including the cost of administrative services, to eligible clients of the Contractor.

TERMS AND CONDITIONS

The parties AGREE as follows:

1. DURATION OF AGREEMENT

This Agreement shall commence on March 21, 2024 and terminate on March 20, 2029 unless extended or terminated earlier in a manner allowed by this Agreement. The County may, in its sole discretion, extend the term of this Agreement for an additional period of up to five years by providing notice to Contractor at least 90 days prior to the date of termination.

2. DEFINITIONS

The following definitions control the interpretation of this Agreement:

A. **Eligible Client:** Eligible client means a person who is or has been determined by the Superior Court of the State of California in and for the County of Mono (hereinafter “the Court”) to be entitled to a court-appointed attorney, pursuant to relevant state statute, court rule, and constitutional provision, and who is one of the following:

1. All persons whom the Court has deemed indigent and who are charged with the commission of a misdemeanor or felony triable in any court in the County (including sexually violent predators).
2. All minors charged with a violation of Welfare and Institutions Code Section 601 or 602.
3. All persons the Court has deemed indigent, and for whom a petition for the appointment of an LPS conservator has been filed.
4. All persons the Court has deemed indigent seeking writs or appeals to the Superior Court in the type of cases described in this Agreement.
5. All persons the Court has deemed indigent and who are charged with a violation of misdemeanor probation.

6. All persons the Court has deemed indigent and who are charged with a violation of felony probation.
7. All persons the Court has deemed indigent and entitled to appointment of counsel in Welfare and Institutions Code Section 300 cases, and also any children who are the subject of such proceedings and who the Court has determined are entitled to appointed counsel. Note: under a separate Agreement, the County currently receives compensation from the Courts for the provision of such legal services, and the County reserves the right to re-open and renegotiate the inclusion of such services in this Agreement, and the compensation therefore, in the event that the courts ever refuse or cease to provide such compensation to the County.
8. All persons the Court has deemed indigent in probate or Lanterman-Petris Short Act (LPS Act) conservatorships and in which the Court appoints counsel.
9. All persons the Court has deemed indigent and subject to extradition.
10. All persons the Court has deemed indigent and subject to contempt.

B. Disposition:

1. Disposition in criminal cases means and/or includes:
 - a. The dismissal of charges.
 - b. The entering of an order of deferred prosecution.
 - c. An order or result requiring a new trial.
 - d. Imposition of sentence.
 - e. Deferral of any of the above coupled with any other hearing on that case number, including but not limited to felony or misdemeanor probation review.
 - f. A restitution hearing ordered at the time of original disposition.
 - g. The filing of a notice of appeal, if applicable.
2. Disposition in other cases means:
 - a. In Welfare and Institutions Code Section 300 juvenile cases, termination of the proceedings.
 - b. In Section 601 or 602 cases, disposition, unless there is an order for removal; or an order following a disposition hearing; in revocation of probation, a dismissal, or imposition of sentence; in all other cases, an adjudication in the trial court which constitutes a final order or judgment, unless reversed on appeal.

C. Representational Services: The services for which the County is to pay the Contractor are representational services, including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other attorneys and court regarding possible dispositions, and preparation for and appearance at all court proceedings.

D. Investigative Services: The services described in section 4.B.

E. Other Litigation Expenses: Other Litigation Expenses shall mean those expenses which are not part of this Agreement with the Contractor. These include expert witness fees, language translators, laboratory analysis, other forensic services, court reporter fees, filing fees, transcript fees, witness fees and documents produced through discovery by the County in Welfare and Institutions Code section 300 or 600 cases. It is anticipated that payment for such expenses will be applied for in the

appropriate courts by motion and granted out of separate funds reserved for that purpose. Payment for mitigation specialists in Capital cases, and for other expert attorney consultants as may be agreed upon between County and Contractor, is included in this category.

F. Misappropriation of Funds: Misappropriation of funds is the appropriation of funds received pursuant to this Agreement for purposes other than those sanctioned by this Agreement. The term shall include the disbursement of funds for which prior approval is required but is not obtained.

3. INDEPENDENT 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 as set forth herein. 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.

4. SCOPE OF SERVICES

A. Together with other indigent defense counsel under direct contract with County, Contractor, shall provide representational services to all eligible clients in Mono County trial court actions or proceedings.

B. Contractor may utilize the services of a licensed private investigator ("Investigator") under Business and Professions Code sections 7520 and 7521, or future versions thereof, with whom the County has entered into a separate contract for services, or of any other Investigator upon appointment by the Court in a particular case. Investigator Services shall be used in the context of any of the representational services covered by this Agreement, including but not limited to securing evidence to be used before the Courts of Mono County. Investigators shall not perform services of a clerical or administrative nature and which do not require the services of a licensed private investigator, nor shall Investigators be used for the purpose of serving subpoenas on witnesses or custodians of record. Notwithstanding the foregoing, an Investigator may be used for the purpose of serving subpoenas on witnesses or custodians of record at no additional cost to the County and provided Contractor assumes the cost.

5. CONTRACTOR'S OFFICES, EMPLOYEES, AND CONFLICT AVOIDANCE

A. Contractor shall have physically separate offices from any other attorney under contract with County to provide indigent defense services. Contractor shall maintain an ethical and communications wall between Contractor and such attorney(s) about their respective cases, to maintain the confidences of clients.

B. Contractor agrees not to accept compensation directly or indirectly from any source other than the County on cases assigned pursuant to this Agreement.

C. Contractor shall maintain the right to have private clients outside of this Agreement; provided, however, that it shall structure its private practices in such a way as to avoid any conflicts with

representational services provided pursuant to this Agreement.

D. Contractor further agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Agreement. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Agreement.

E. Contractor agrees that it has secured or will secure at its own expense, all persons, employees, office space within Mono County and equipment required to perform the service contemplated/required under this Agreement.

6. MINIMUM QUALIFICATIONS FOR ATTORNEY PROVIDING INDIGENT DEFENSE SERVICES

A. Contractor shall be licensed to practice law in California (i.e., shall be an active member of the California State Bar), shall have been a practicing attorney in all of the courts of the State for at least the year preceding the date of appointment, and shall be in full compliance with any applicable mandatory continuing legal education (MCLE) requirements. Contractor will maintain for inspection on its premises records of Contractor compliance with these requirements.

B. Contractor shall have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and/or been sole trial counsel of record in twenty misdemeanor cases brought to final resolution, or been sole or co-trial counsel and handled a significant portion of the trial in at least two felony criminal cases that have been submitted to a jury..

C. Prior to representing a defendant accused of a homicide, Contractor must have served at least five years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience and have been trial counsel and handled a significant portion of the trial in at least two felony cases that have been submitted to a jury.

D. Prior to representing a defendant accused of a "serious felony" as defined by Penal Code section 1192.7, or future versions thereof, or of a "violent felony" as defined by Penal Code section 667.5, or future versions thereof, other than a homicide, Contractor must have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience and have been trial counsel and handled a significant portion of the trial in at least two felony cases that have been submitted to a jury.

E. Contractor representing a party in a juvenile case shall have the knowledge and experience in juvenile law as required by Welfare and Institutions Code section 317.6, or future versions thereof, California Rules of Court, Rule 5.660, and the standards established by the Judicial Council.

F. Failure on the part of the Contractor to have or obtain the appropriate amount of experience shall be considered a material breach of this Agreement.

7. PERFORMANCE REQUIREMENTS

A. Contractor shall provide quality representational services to all eligible clients to whom the Contractor is appointed by the Court, consistent with any applicable rules of professional conduct and standards of care. Specifically, the following duties and responsibilities of Contractor as appointed by the Court shall be observed:

1. Provide careful, factual and legal investigation.
2. Take prompt action to protect client's legal rights.
3. Make all necessary court appearances for motions, trials, adjudications, hearings,

dispositions, and sentencing.

4. Prepare for jury selections, examination of witnesses, submission of instructions, and presentation of argument at trial.
5. Know and explore sentencing alternatives.
6. Advise the client concerning appeals.
7. Not accept more cases than can be competently handled.
8. Not handle a legal matter which the Contractor knows or should know that it is not competent to handle.
9. Maintain client confidences.
10. Keep the client informed.
11. Comply with all standards of performance set by the Courts and rules in juvenile cases.
12. Not accept a matter in which a conflict of interest exists of which it would be otherwise prohibited from accepting under the Rules of Professional Conduct of the State Bar.

B. Except as provided herein, the Contractor shall maintain appropriate staff to adequately perform the work and services provided in this Agreement and to address the needs of Contractor's clients. Contractor will be timely available for all Court appearances and meet all performance requirements of this Agreement and of the Courts.

C. Contractor shall maintain adequate office space and hours in Mono County during normal business hours for appointments with potential eligible clients who are not in custody. Contractor shall maintain published office addresses and phone numbers and telephone answering services or devices for the taking of telephone messages during non-business hours. Contractor shall make return calls within 24 hours of all calls from clients for which a message is left requesting a return call.

D. In-custody eligible clients shall be interviewed within 72 hours, excluding weekends and holidays, of Contractor appointment. Out of custody eligible clients may make an appointment with Contractor who shall make available an appointment at an office in Mono County within five business days of Contractor appointment. In all cases, Contractor shall personally speak with the client prior to the date of the first court appearance following appointment by the Court.

E. Contractor shall keep all courts informed of the status of pending cases to which it has been appointed and shall advise the courts at the earliest possible time as to whether cases will be settled or go to trial, whether continuances are needed, whether or when interpreters will be needed, and other such matters bearing on the scheduling of cases before the courts.

F. Contractor shall adequately cover all courts within the County through which services are to be provided under this Agreement. "Adequately cover" means generally that the business of the court is not unreasonably delayed because of the absence of/or lack of preparation of the Contractor.

G. In the event that Contractor is unable to appear for any matter to which they have been appointed, then they shall arrange for other counsel to appear on their behalf, at no cost to the County.

8. CONTRACTOR EVALUATION

At least annually during the term of this Agreement, and any extension thereof, the County Administrative Officer ("CAO") and such other County staff as determined by the CAO, shall meet with the Contractor and the Judges of the court to ensure that the performance standards set forth herein are being met. If upon said evaluations, or at any other time based on competent evidence, the County determines that the Contractor is failing to provide competent legal services or has engaged in conduct that, if Contractor were an employee of the County, would violate the Mono County Personnel System,

the County may terminate this Agreement as provided in section 15.

9. COMPENSATION AND METHOD OF PAYMENT

A. For services provided under this Agreement, County shall pay Contractor \$16,386.30 per month for the period of January 1, 2024, through December 31, 2024. This amount shall be paid monthly within 5 days following the end of month in which services are provided and shall be increased by two percent (2%) each year starting on January 1, 2025. In the event that this Agreement is extended pursuant to section 1, annual increases shall continue to be 2%.

Year	Monthly Rate as of January 1st
01/01/2025	\$16,714.03
01/01/2026	\$17,048.31
01/01/2027	\$17,389.27
01/01/2028	\$17,737.06
01/01/2029	\$18,091.80

B. The compensation payable under section 9.A is the maximum amount which County must pay under this Agreement, and Contractor shall assume and pay all other expenses incurred in the performance of this Agreement or seek court order for payment of such amounts as Other Litigation Expenses. Contractor represents that Contractor is informed and has made its own independent investigation of the facts and circumstances surrounding the provision of public defense services in Mono County, including its own experience in providing such services and the issues involving the administration of this Agreement. The Contractor and County acknowledge that many factors outside the control of the parties can affect the ability of the Contractor to accurately project caseloads and work levels with certainty. Such factors as the length of time between arraignment and trial, local sentencing practices, and pleading negotiation practice are largely controlled by the courts and the prosecution. The parties recognize that during the term of this Agreement, changes may occur in the operations of the County’s criminal justice system which may cause additional expense to Contractor. Notwithstanding any such changes, the Contractor agrees to the compensation set forth in this Agreement for services to be rendered.

C. County shall receive all funds collected pursuant to Penal Code sections 987.2, 987.6, , or any future versions thereof, and any similar statute or contract providing for reimbursement for the costs of legal services rendered under this Agreement, and no portion of said funds inure for the benefit of Contractor or otherwise affect the amount specified to be paid to Contractor under this Agreement.

D. Other litigation expenses, as defined in section 2.E, shall be paid by County upon Contractor submitting a county claim form, to which shall be attached an order of the Court fixing the expenses to be paid. Each claim shall include:

1. The name of the client and case number;
2. The date and time the services were provided, in 10th hour increments;
3. A description of the services provided on each date; and
4. Direction whether payment shall be made directly to the provider of the services or, for transcription services only, reimbursed to Contractor. In the event reimbursement is to be made directly to Contractor, an invoice or receipt demonstrating payment by Contractor shall be submitted with the claim form.

Any claim for which the above is not provided shall be deemed an insufficient claim.

E. Contractor shall be solely responsible for providing and paying the cost of all utilities, photocopies, facsimiles, telephones, postage, office furniture, equipment, supplies, secretaries, clerks, staff attorneys, transportation, and other materials, services, and persons necessary to perform this Agreement. Notwithstanding the foregoing, in complex and/or voluminous cases, Contractor may file a motion with the Court, with five (5) business days advanced notice to County, for payment by County of any of the above expenses, where such costs are expected to, or actually do, exceed those incurred in a typical case.

F. County has no obligation to withhold any taxes or other payments from the sums paid Contractor by County pursuant to this Agreement. Payment of taxes as required by law is the sole responsibility of Contractor.

10. REPORTS AND INSPECTIONS

Contractor agrees to submit to the County the following reports at the times prescribed below. Failure to submit required reports may be considered a breach of this Agreement and may result in the County withholding payment until the required reports are submitted and/or until invocation of the Corrective Action procedures in Section 14 (Corrective Action).

A. Quarterly Report: Contractor shall provide the CAO a quarterly report of services rendered by Contractor during the previous calendar quarter using the form attached to this Agreement as **Exhibit A** and incorporated by this reference, or such other form as may be provided by County for these purposes. The report shall be submitted within ten working days after the end of each calendar quarter and shall include:

1. The number of cases to which Contractor has been appointed during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship, and appeal.
2. The number of open cases during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship, and appeal.
3. The number of cases closed during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship, and appeal.
4. Disposition of cases during that quarter by the following categories: pleas, trials, diversions, dismissals, and other.
5. The number of cases during that quarter in which Contractor has declared a conflict.

B. Bar Complaints: Contractor shall immediately notify the County in writing if the Contractor becomes aware that a complaint lodged with the State Bar Association has resulted in the public or private reproof, suspension, or disbarment of any attorney providing services under this Agreement. In the event of a report of a private reproof, County shall maintain confidentiality of said report to the extent permitted by law.

C. Inspections: Contractor agrees to grant the County full access to materials necessary to verify compliance with all terms of this Agreement. At any time, upon reasonable notice during business hours and as often as the County may reasonably deem necessary for the duration of the Agreement and a period of five years thereafter, the Contractor shall provide to the County right of access to its facilities, to audit information relating to the matters covered by this Agreement. Information that may be subject to any privilege or rules of confidentiality should be maintained by the Contractor in a way that allows access by the County without breaching such confidentiality or privilege. The Contractor agrees to maintain this information in an accessible location and condition for a period of not less than five years following the termination of this Agreement, unless the County agrees in writing to an earlier disposition. Notwithstanding any of the above provisions of this section, none of the constitutional, statutory, and

common law rights and privileges of any client are waived by this Agreement. The County will respect the attorney-client privilege and attorney work-product privilege.

11. ESTABLISHMENT AND MAINTENANCE OF RECORDS

A. 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 prepare and maintain records sufficient to enable County and the courts to determine the cost of representing each person represented by Contractor, and Contractor shall provide the court with the total time of each case upon disposition or upon request of the court or the County.

B. Records shall be maintained for a period of five years after termination of this Agreement unless permission to destroy them is granted by the County.

12. HOLD HARMLESS AND INDEMNIFICATION

A. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by the Contractor or its employees or others by reason of the Agreement. Contractor shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever, occurring or resulting from Contractor's failure to pay any compensation, wages, benefits or taxes except where such failure is due to the County's wrongful withholding of funds due under this Agreement.

B. Contractor agrees that it is financially responsible and liable for and will repay the County for any material breaches of this Agreement including but not limited to misuse of contract funds due to the negligence or intentional acts of the Contractor, its employees, representatives, or agents.

C. 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 fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or its agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this section 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 a 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 the County, its agents, officers, and employees harmless under the provisions of this section 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

Contractor shall not claim, and does hereby knowingly and voluntarily waive, any right to defense or indemnification by County as a County employee or officer.

13. INSURANCE

Certificates of insurance and requested endorsements, for all stated insurances, shall be provided to the Mono County Risk Management at least ten (10) days prior to the start of services to be performed by the Contractor. The policy/policies shall maintain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County Risk Manager.

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 \$300,000 per accident for bodily injury and \$100,000 per accident for 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. 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.

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.

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 Agreement, 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.

14. CORRECTIVE ACTION

If the CAO reasonably believes that a material breach of this Agreement has occurred, warranting corrective action, the following sequential procedure shall apply:

- A. The CAO will notify the Contractor in writing of the nature of the breach.
- B. The Contractor shall respond in writing within five (5) business days of receipt of such notification, which response shall present facts to show no breach exists or indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the Agreement into compliance.
- C. The CAO will notify the Contractor in writing of the County’s determination as to the sufficiency of the Contractor’s corrective action plan. The determination of the sufficiency of the Contractor’s corrective action plan will be at the discretion of the CAO and will take into consideration the reasonableness of the proposed corrective action in light of the alleged breach, as well as the magnitude of the deficiency in the context of the Agreement as a whole. In the event the Contractor does not concur with the determination, the Contractor may request a review of the decision by the Board of Supervisors. County agrees that it shall work with the Contractor to implement an appropriate corrective action plan accepted by the CAO or, if review has been requested, by the Board of Supervisors.

In the event that Contractor does not respond to the CAO’s notification within the appropriate time, or the Contractor’s corrective action plan for a substantial breach is determined by the CAO, following review by the Board of Supervisors if requested, to be insufficient, the County may commence termination of this Agreement in whole or in part pursuant to section 15 (Termination and Suspension.)

In addition, the County reserves the right to withhold a portion of subsequent payments owed the Contractor which are directly related to the breach of the Agreement until the County is satisfied that corrective action has been taken or completed.

15. TERMINATION AND SUSPENSION

- A. County may declare Contractor in default and terminate this Agreement in whole or in

part upon fifteen (15) days written notice to the Contractor in the event that the Contractor under this Agreement:

1. Materially breaches any duty, obligation, or service required pursuant to this Agreement;
2. Engages in misappropriation of funds or misconduct as described in the Mono County Personnel System; or
3. The duties, obligations, or services herein become illegal, or not feasible.

Before the County terminates this Agreement pursuant to this section 15, the County shall provide the Contractor written notice of termination, which shall include the reasons for termination and the effective date of termination. The Contractor shall have the opportunity to submit a written response to the County within ten (10) working days from the date of the County's notice. If the Contractor elects to submit a written response, the CAO will review the response and make a determination within ten (10) days after receipt. In the event the Contractor does not concur with the determination of the CAO, the Contractor may request a review of the decision by the County Board of Supervisors. In the event the County Board of Supervisors reaffirms termination, the Agreement shall terminate in ten (10) days from the date of the final decision of the County Board of Supervisors. The Agreement will remain in full force pending such termination. Contractor understands and agrees that any such decision shall be final and binding and shall not be appealable nor otherwise subject to judicial review of any kind.

B. Contractor reserves the right to terminate this Agreement with cause with fifteen (15) days written notice should the County materially breach any duty, obligation or service pursuant to this Agreement. Prior to such termination, Contractor shall provide County with written notice of the alleged breach and County shall have thirty (30) days in which to cure the breach. In the event that the Contractor terminates this Agreement for reasons other than good cause resulting from a material breach of this Agreement by the County, the Contractor shall be liable for damages, including the excess costs of the procurement of similar services from another source, unless it is determined by the CAO that (i) no default actually occurred, or (ii) the failure to perform was without the Contractor's control, fault, or negligence.

C. County or Contractor may terminate this Agreement at will and without cause by providing one hundred eighty (180) days' written notice to the other party of the intent to terminate.

D. Following termination or suspension of this Agreement, the Contractor shall continue to represent clients that were previously assigned, at an hourly rate determined by the Courts, and the County will be liable for any payments owed for the completion of that work. The Contractor shall remit to the County any monies paid for cases not yet assigned or work not performed under the Agreement. The CAO may request that the Contractor attempt to withdraw from any case assigned and not completed, and in that event, Contractor shall use best efforts to so withdraw. Should a court require, after the Contractor has attempted to withdraw, the appearance of counsel from the Contractor on behalf of any client previously represented by the Contractor where such representation is no longer the obligation of the Contractor pursuant to the terms of this Agreement, the County will honor payment to the Contractor upon judicial verification that continued representation is required.

E. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the Contractor shall return to the County those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the Contractor by the County.

F. Otherwise, this Agreement shall terminate on the date specified herein, and shall be subject to extension as provided in section 1.

G. The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources or is

not appropriated, at any time during the term of this Agreement, County has the option without incurring any penalty or breaching this Agreement 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. Upon receipt of notice of a reduction or modification of this Agreement, Contractor may, at its option and with fifteen (15) days written notice, terminate this Agreement without incurring any penalty or breaching the Agreement. Prior to such termination, Contractor shall provide County with written notice of the intent to terminate and County shall have thirty (30) days in which to respond with updated terms.

16. TRANSFER OF CASES UPON TERMINATION OF AGREEMENT

Upon termination of this Agreement pursuant to section 15 or upon expiration, Contractor shall cooperate fully with the County and with such persons as may be designated by County to succeed Contractor in order to effect the orderly transition of legal services from Contractor to their successor. The cooperation specified in this section includes, but is not limited to, the releasing of such files, papers, and records in good order as may be required in order to carry out the provisions of this Agreement and any subsequent Agreement with a successor Contractor and to ensure the continued adequate legal representation of persons eligible for services herein set forth. Such cooperation is mandated by the California Rules of Professional Conduct, Rule 1.16(e).

17. WAIVER OF DEFAULT

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

18. FINANCIAL RESPONSIBILITY

The Contractor shall remain financially solvent during the term of this Agreement. Voluntary or involuntary bankruptcy proceedings by the Contractor, when not released within ten (10) business days, shall constitute a material breach of this Agreement. Bankruptcy by the Contractor under this Agreement shall constitute a ground for termination of the Agreement.

19. ASSIGNMENT/SUBCONTRACTING

A. The Contractor shall not assign or subcontract any portion of this Agreement without consent of the County. Any consent sought must be requested by the Contractor in writing not less than ten (10) days prior to the date of any proposed assignment or subcontract, provided that this provision shall not apply to special appearances made on behalf of the Contractor under this Agreement while he or she is on vacation or otherwise unavailable for limited periods of time. Any individuals entering into subcontract (with written approval of County) shall meet all experience requirements imposed by this Agreement. County shall be notified of any subcontracts which are renewed, extended or repeated at any time throughout the Agreement. This provision is not intended to prohibit another attorney from making a special appearance on behalf of the Contractor under this Agreement.

B. The term "Subcontract" as used above shall not be read to include the purchase of support services that do not directly relate to the delivery of legal services under the Agreement to clients of the Contractor.

C. Each subcontractor providing services under this Agreement, prior to first providing such services, shall be required to sign a contract under which, at a minimum, the subcontractor agrees to comply with and be bound by the terms and conditions of this Agreement. Such contract shall be in a form acceptable to the County. A fully executed copy of such contract shall be provided to the CAO before a subcontractor may begin to provide services under this Agreement. The County shall have the right to interview all subcontractors before subcontractor may begin to provide services, and may reject

any subcontractor which the County reasonably deems to be not qualified. Upon request of the Contractor, the County shall state in writing the reasons upon which it makes such determination, which may not be arbitrary or capricious.

20. NOTICES

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and addressed as follows:

If to Contractor:

Josh Hillemeier, Esq.
201 S. Warren Street
Bishop, CA 93514
joshhillemeier@gmail.com

If to County:

County Administrative Officer
1290 Tavern Road
PO Box 2415
Mammoth Lakes, CA 93546
smoberly@mono.ca.gov

With a copy to:

Mono County Counsel
1290 Tavern Rd.
PO Box 2415
Mammoth Lakes, CA 93546
ssimon@mono.ca.gov
cbeck@mono.ca.gov

21. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, employees, and any subcontractors 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, employees, and subcontractors shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations which prohibit such discrimination, including, but not limited to, 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.

22. 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.

23. AMENDMENT

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

24. 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.

25. 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.

26. CONFLICT OF INTEREST

No officer, employee, or agent of the County, or the State of California, or the United States Government, who exercises any functions or responsibility in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Agreement, or Contractor.. 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.

27. 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.

28. 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. The parties, and each of them, further acknowledge that they have not executed this Agreement in reliance on any such representation, inducement, promise, or agreement. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

The parties hereto, and each of them, acknowledge that this Agreement is executed voluntarily by all of them, without duress or undue influence on the part or on behalf of any of them. The parties further acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this settlement agreement or do hereby knowingly waive their right to do so, and that they are fully aware of the contents of this Agreement and of its legal effect.

The parties have jointly participated in the preparation and drafting of this Agreement. Thus, any ambiguity therein shall not be construed in favor of or against either party.

EXECUTION

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

COUNTY OF MONO:

CONTRACTOR:

By: _____

By: _____

Name: John Peters

Name: Josh D. Hillemeier, Esq.

Title: Chair, Board of Supervisors

Title: Owner

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED BY RISK MANAGEMENT:

County Counsel

Risk Manager



RESOLUTION NO. R24-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
AGREEMENT FOR THE PROVISION OF INDIGENT DEFENSE SERVICES
WITH JOSH D. HILLEMEIER, ESQ.**

WHEREAS, the Mono County Board of Supervisors has the authority to contract for indigent defense services for the County of Mono;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement Between the County of Mono and Josh D. Hillemeier, Esq., for the Provision of Indigent Defense Services, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 5th day of March, 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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 5, 2024

Departments: County Administrative Office / County Counsel

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Lease of Office Space in Civic Center
to Eastern Sierra Child Support
Services

AGENDA DESCRIPTION:

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

Amended proposed lease with Eastern Sierra Child Support Services pertaining to leasing space in the Mono County Civic Center, with updated insurance and subrogation language.

RECOMMENDED ACTION:

Approve and authorize the CAO to sign lease with Eastern Sierra Child Support Services to lease space within the Mono County Civic Center for the period March 5,2024, through March 1, 2027, at a rate of \$250 per month (\$3,000 per year).

FISCAL IMPACT:

Receipt of \$3,000 annually which reduces rents paid by departments to cover debt service on the Civic Center Certificates of Participation.

CONTACT NAME: Christopher Beck

PHONE/EMAIL: 760-934-1700 / cbeck@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Proposed Lease

History

Time	Who	Approval
2/27/2024 8:57 AM	County Counsel	Yes

2/28/2024 3:49 PM

Finance

Yes

2/29/2024 8:39 AM

County Administrative Office

Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

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

FINANCE

Janet Dutcher

CPA, CGFM, MPA

HEALTH AND HUMAN SERVICES

Kathryn Peterson

INFORMATION TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

To: Board of Supervisors

From: Sandra Moberly, County Administrative Officer

Date: March 5, 2024

Re: Lease of Office Space in Civic Center to Eastern Sierra
Department of Child Support Services

Discussion

Eastern Sierra Department of Child Support Services (ESDCSS) provides a variety of child support services to Mono County residents to help parents fulfill their responsibilities to their child(ren). These services include:

- Establishing paternity (fatherhood)
- Locating parents
- Requesting child support orders from the court
- Requesting medical support orders from the court
- Enforcing child and spousal support orders
- Modifying child support orders
- Collecting and sending child support

ESDCSS currently provides services to Mono County residents several days a week at a suite in the Mammoth Mall in Mammoth Lakes. ESDCSS would like to relocate to the Civic Center to allow them to better serve the community by being in a location where other County services are provided. The County currently has a small counseling room (Tioga Room) that is not currently being used which would meet the needs of ESDCSS. The attached lease will allow ESDCSS to lease this small space from the County and provide child support services within the County building, which will consolidate services and provide better availability to our customers.

This item was previously approved by the Board of Supervisors on February 6, 2024; however, additional language was added to the agreement regarding insurance and subrogation, warranting further review by the Board.

**OFFICE LEASE FOR PROPERTY LOCATED
AT 1290 TAVERN ROAD, MAMMOTH LAKES, CALIFORNIA**

1. Parties

This Office Lease Agreement (“Lease”) is made as of the March 5, 2024, by and between County of Mono, a political subdivision (hereinafter referred to as “Landlord”) and Inyo County - Eastern Sierra Child Support Services. (“Tenant”).

2. Leased Premises

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, an amount of square footage, which for initial reference purposes only shall be described as approximately 58 useable square feet of space, known as the Tioga Room, (the “Leased Premises”) of the property commonly referred to as 1290 Tavern Road, Mammoth Lakes, Mono County, California, (the “Property”). A floor plan of the Property depicting the Leased Premises is attached to this Lease as Exhibit “A” and incorporated herein by this reference.

3. Term

The term of this Lease shall be for three years commencing on March 5, 2024, and ending on March 1, 2027.

4. Rent

Tenant shall pay to the Landlord as rent for the Leased Premises the sum of \$250 per month, for a total annual amount of \$3,000, in advance on the first day of each month during the term hereof but in no event later than the tenth day of each month. Rent shall be payable without notice or demand in lawful money of the United States to the Landlord at the address stated herein for notice or such other persons or such other places as the Landlord may designate to the Tenant in writing.

5. Taxes

a. Real Property Taxes

i. Landlord shall pay all real property taxes and general assessments levied and assessed against the Leased Premises during the term of the Lease.

b. Personal Property Taxes

i. Tenant shall pay any taxes assessed against and levied upon the trade fixtures, furnishings, equipment and other personal property of Tenant contained in the Leased Premises.

6. Utilities

Landlord shall pay for all utilities, including, but not limited to, propane, electric, garbage, and other utility services supplied to the Leased Premises together with any taxes thereon and for all connection charges.

7. Condition of Premises

Tenant has examined Leased Premises, all furniture, furnishings, appliances and landscaping, if any, and fixtures, including smoke detectors and acknowledges that these items are clean and in operative condition. The portion of the Leased Premises consisting of Existing Space shall be delivered to Tenant in its current "AS IS" condition. Nothing in this Section regarding the condition of the Leased Premises shall be construed as relieving Landlord of any obligation it may otherwise have under this Lease to properly repair and maintain the Building and Property in good order, condition, and repair.

8. Maintenance of Premises

The Tenant will provide all basic janitorial services for the Leased Premises, including trash removal, vacuuming and dusting in all common areas, as well as snow removal in and around the designated parking areas.

Landlord is responsible for any minor maintenance and repair of appliances and fixtures, including the cost of such maintenance and repair, which were a part of the Leased Premises prior to occupancy by Tenant. This includes, but is not limited to: plumbing, septic, heating, electrical, and lighting, unless there is evidence that the need for repair was caused by negligence or willful misconduct of Tenant or Tenant's employees or clients. Tenant shall make its staff available to assist with completing such minor maintenance as requested by the Landlord. Requests should be made in writing to Tenant and Tenant shall respond with either a timeline for completion of the repair or a statement that its staff are not available to assist with a given repair within a reasonable time. In the event that any large repair of appliance and fixtures is required, Landlord will be responsible for 64% of the cost and Tenant will be responsible for 36% of the cost, unless otherwise negotiated by the parties at that time. For purposes of this paragraph, large repair is defined as any repair costing in excess of two thousand dollars (\$2000.00).

Tenant is responsible for the maintenance and repair of any additional amenities or fixtures Landlord has permitted Tenant to add or install pursuant to the procedure set forth in paragraph 9 below.

9. Alterations and Additions

Tenant shall not, with the exception of certain Required Improvements set forth in paragraph 10, without Landlord's prior written consent, make any alterations, improvements or additions to or about the Premises. If Tenant desires to add any additional fixtures or amenities, including, but not limited to air conditioning, then Tenant shall give Landlord written notice, specifying therein the fixtures or amenities Tenant wishes to add or install. If Landlord consents to such addition or installation, it shall so advise Tenant in writing. Tenant may then make the installation, at its sole expense, with the exception of certain Required Improvements set forth in paragraph 10, which shall be subject to the cost-sharing arrangement described in Paragraph 8.

Landlord shall not unreasonably withhold consent to make any alterations, improvements or additions to or about the Leased Premises nor shall Landlord withhold consent where such alterations, improvements, or additions are required by law. Landlord hereby consents to the placement of wiring for phones, computers, and security systems in the walls and floors of the office building portion of the Leased Premises and to the installation of signage on the exterior of the Building indicating the location of Tenant's offices therein.

10. Use of Premises

The Leased Premises shall be used for the operation of Child Support Services, which are open to the public. No other use shall occur within the Leased Premises without the prior written consent of the Landlord.

11. Parking

There is public parking at the Premises. All parking spots in the parking lot and on the street are available on a first-come-first-served basis.

12. Confidentiality

Landlord acknowledges that Tenant's personal, confidential, and/or sensitive material is contained on the Leased Premises and that it must be kept secure from unauthorized access pursuant to federal and state laws. Landlord understands that it is not authorized to access said personal, confidential, and/or sensitive material and agrees that it will not access, attempt to access, or assist any other unauthorized person in accessing said personal, confidential and/or sensitive material.

Tenant acknowledges Landlord's personal, confidential and/or sensitive material is contained on the Premises and that it must be kept secure from unauthorized access pursuant to federal and state laws. Tenant understands that it is not authorized to access said personal, confidential, and/or sensitive material at any time, including, but not limited to, the times during which janitorial services are provided pursuant to Paragraph 8 above, and agrees that it will not access, attempt to access, or assist any other unauthorized person in accessing said personal, confidential, and/or sensitive material.

13. Hold Harmless

Tenant shall indemnify and hold Landlord harmless from and against any and all claims arising from Tenant's use or occupancy of the Leased Premises or from the conduct of its business or from activity, work, or things which may be permitted or suffered by Tenant in or about the Leased Premises, including all damages, costs, attorney's fees, expenses and liabilities including in the defense of any claim or action or proceeding arising therefrom.

Landlord shall indemnify and hold Tenant harmless from and against any and all claims arising from Landlord's use or occupancy of the Premises or from the conduct of its business or from activity, work, or things which may be permitted or suffered by Landlord in or about the Premises, including all damages, costs, attorney's fees, expenses and liabilities including in the defense of any claim or action or proceeding arising therefrom.

14. Insurance

Tenant 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 Tenant, 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 Tenant 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: Tenant is exempt from obtaining Workers’ Compensation insurance because Tenant has no employees. Tenant 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 Tenant, its employees, agents, and subcontractors. Tenant agrees to defend and indemnify County in case of claims arising from Tenant’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 Tenant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

Tenants’ 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 Tenant 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 Tenant. 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 Tenant 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 Tenant'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 Tenant'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 Tenant'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 Tenant 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 Tenant'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:** Tenant hereby grants to County a waiver of any right to subrogation which any insurer of said Tenant may acquire against the County by virtue of the payment of any loss under such insurance. Tenant 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 Tenant 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 Tenant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Tenant 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 Tenant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Tenant 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 Tenant'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.

15. Assignment and Subletting

Tenant shall not voluntarily or by operation of law assign, transfer, sublet, mortgage, or otherwise transfer or encumber all or part of Tenant's interest in this Lease or in the Leased Premises without Landlord's prior written consent.

16. Cancellation

This Lease may be terminated by Tenant or Landlord, at will and without cause, by giving the other party six (6) months' written notice of such intent to cancel.

17. Default

It is agreed between the parties that if any rent shall be due and unpaid, or if Tenant shall default and breach any other covenant or provisions of the Lease, then the Landlord may, after giving Tenant notice of such breach or default and a reasonable period of time to in which effectuate a

cure, and if same is not corrected within that time period, terminate this Lease. Upon such termination, Tenant shall remove its property from the Leased Premises as soon as reasonably practicable.

18. Surrender

Unless this Lease is extended by mutual written agreement of the Landlord and Tenant on or prior to the last day of the Term of this Lease, Tenant shall surrender the Premises to Landlord in good and clean condition, ordinary wear expected.

19. Lease Renewal

The lease does not automatically renew.

20. Binding on Successor and Assigns

Each provision of this Lease performable by Tenants shall be deemed both a covenant and a condition. The terms, conditions, and covenants of this Lease shall be bonding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.

21. Notices

Whenever under this Lease a provision is made for any demand, notice, or declaration of any kind, it shall be in writing and sent by United States mail, postage prepaid, addressed to the following:

The Landlord:
Mono County
P.O. Box 696
Bridgeport, CA 93517

The Tenant:
Inyo County - ESCSS
1360 N. Main Street, Suite 237
Bishop, CA 93514

22. Damage to Premises

If, by no fault of the Tenant, Leased Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, which render Leased Premises uninhabitable, either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of the damage. The abated amount shall be the current monthly rent prorated on a 30-day basis. If this agreement is not terminated, Landlord shall repair such damage in a timely manner, and rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Leased Premises.

23. Integration

Landlord and Tenant agree that this Lease constitutes the entire agreement of the parties with respect to the rental of the Leased Premises. No prior agreements, written or oral, exist which could alter the terms of this Lease Agreement.

24. Voluntary Execution

Landlord acknowledges that this Lease is executed voluntarily by her or him, without duress or undue influence on the part or on behalf of the County. The Tenant and Landlord acknowledge that this lease is executed voluntarily by each, without duress or undue influence on the part of or on behalf of the Landlord. The Thant and Landlord enter this agreement knowingly aware of the contents of this Lease.

In witness thereof, the parties hereto have set their hands and seals this ____ day of _____, 2024.

COUNTY OF MONO

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security
Number

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 5, 2024

Departments: Public Works

TIME REQUIRED

SUBJECT Lee Vining Community Center
Memorandum of Understanding

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed updated MOU to replace the existing Lee Vining Community Center MOU between Mono County and the Mono Lake Kutzadika Tribe that memorializes use of a portion of the center by the Tribe as tribal offices.

RECOMMENDED ACTION:

Approve and authorize the Chair to sign the updated MOU with the Kutzadika Tribe.

FISCAL IMPACT:

None

CONTACT NAME: Karyn Spears

PHONE/EMAIL: 760-616-4651 / kspears@mono.ca.gov

SEND COPIES TO:

kspears@mono.ca.gov efox@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Lee Vining Community Center Interim MOU
<input type="checkbox"/> MOU Exhibit Lee Vining Community Center

History

Time

Who

Approval

2/27/2024 12:12 PM	County Counsel	Yes
2/26/2024 4:59 PM	Finance	Yes
2/28/2024 8:47 AM	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: 03/05/2024

To: Honorable Chair and Members of the Board of Supervisors

From: Karyn Spears, Superintendent of Public Works

Re: Lee Vining Community Center Kutzadika Tribe MOU Lease Update

Background:

The County of Mono and the Kutzadika Tribe have had an MOU in place to use a portion of the building for their Tribal Offices since the community center was built in 2002. Recently, the Tribe has sought grant opportunities that require a proof of legal right to occupy their offices.

Discussion:

Requesting approval and signatures for an updated MOU memorializing the existing use of the Community Center by the Tribe so that the Tribe has documentation of their right of occupancy. It does not change the nature of their occupancy or the space the Tribe uses.

Please contact me at (760) 616-4651 or kspears@mono.ca.gov if you have any questions regarding this item.

Respectfully submitted,

Karyn Spears
Superintendent of Public Works, Parks and Facilities

**Lee Vining Community Center
Memorandum of Understanding**

This Memorandum of Understanding (MOU) is entered into on this 5th day of March, 2024, by and between Mono County, a political subdivision of the State of California (County) and the Mono Lake Kutzadika Indians (Tribe). The foregoing parties may be collectively referred to as “the Parties.”

I. Recitals

1. The Lee Vining Community Center (the Center) is a County-owned facility located at 296 Mattly Avenue in Lee Vining.
2. The funding for the Center came from a Community Development Block Grant (CDBG) through the California Department of Housing and Community Development (HCD).
3. The County’s application to HCD for said funding, and the terms of the CDBG through which the funding was received, provide that a portion of the Center be used by the Tribe as tribal offices.
4. The Tribe, therefore, has an interest in the Center not only as a member of the Lee Vining Community, but also pursuant to the terms and conditions of the CDBG funding used to construct the Center.
5. In light of the Tribe’s and the County’s joint interests in the Center, the parties believe that it is necessary to come to some mutual agreement regarding the use and maintenance of the Center in order to streamline its operation in the future.
6. The purpose of this MOU, therefore, is to clarify the County’s and the Tribe’s respective rights, privileges, and obligations with respect to the Center and to outline policies and procedures designed to simplify use of the Center by both parties and by the entire community.

II. Terms and Conditions

1. Term. This MOU shall be in force and effect as of the date of execution by all parties until March 5, 2025. If the Parties have not entered into a new MOU by March 5, 2025, the Term of this MOU shall renew automatically for a subsequent one (1) year term.
2. Obligations of the County. During the Term of this MOU, the County’s obligations with respect to the Center shall be as follows:
 - Provide all needed insurance for the building, as determined by the County in its sole discretion, including, but not limited to, fire and property damage insurance. The County will hold the Parties to this MOU harmless from any injury caused by the condition of the building. Notwithstanding the foregoing, the County shall not be obligated to provide insurance covering damage to or

loss of property owned by any of the other Parties hereto. The County is only responsible for obtaining general liability insurance covering itself; the Tribe shall provide adequate insurance for itself as more specifically discussed below in Section 3 and name Mono County as an additional insured.

- Ensure that the Center complies with all applicable building, zoning, and land use laws.
 - Pay 100% of any taxes, assessments, or other governmental fees associated with the Center.
 - Provide janitorial services that include twice weekly vacuuming and cleaning of the restrooms.
 - Maintain the Center's building(s) and other structural improvement, grounds, and parking areas.
 - Pay 100% of the Center's total electricity costs.
 - Pay 100% of the Center's garbage collection costs.
 - Pay 100% of the propane costs incurred for heating the "common area." The "common area" is that area adjacent to (and entered through) the main entrance, including the halls, assembly room and kitchen, but excluding the tribal offices and the day care center, as depicted in Exhibit A.
3. Obligations of the Tribe. During the Term of this MOU, Tribe's obligations with respect to the Center shall be as follows:
- Staffing, funding, and executing its programs.
 - Pay 100% of the cost of its own telephone service.
 - Provide a general liability insurance policy as an umbrella policy with a minimum coverage limit of one million dollars (\$1,000,000) per occurrence. A certificate of insurance shall be provided to the County naming the County as an additional insured. Tribe is responsible for claims occurring because of their own acts or omissions.

4. Equipment Ownership. The Parties understand that equipment or other types of property will be purchased for and/or donated to the Center and that it may be difficult to track the exact source and/or ownership of such property after the passage of time. Therefore, the Parties agree that, unless otherwise specified as provided below, that any and all property affixed to or located within the common area shall become and remain the property of the County and any and all property affixed to or located within the tribal offices shall become and remain the property of the Tribe. If the County and the Tribe wish to designate certain property as theirs notwithstanding its location, they may do so by written agreement signed by both Parties. This Section 4 will survive any termination of this MOU.

5. Common Area Usage. Both Parties have the right to use the Center's common area (including the kitchen and the equipment therein), in accordance with the following requirements:

- When either Party uses the kitchen, it must clean up after itself and leave the kitchen in a clean and safe condition.
- No Party shall use—or allow anyone else to use—any equipment in the kitchen unless they have been trained in proper use of that equipment. Any Party who uses—or allows anyone else to use—any piece of kitchen equipment assumes the risk of damage or injury to persons or property from misuse of that equipment and agrees to indemnify, defend, and hold harmless the other parties from liability for such damage or injury.

6. Public and Private Access. Access to the Center shall be managed as follows:

- Except for cleaning or emergency purposes, access to the Tribe's offices shall only be with prior permission of the Tribe.
- Both Parties shall be entitled to a full set of keys (10 keys each) to all center areas. These sets of keys shall be held by a specific, designated person (or people) from both of the Parties to this MOU.
- A second full set of keys will be available within a combination-style lockbox. This lockbox will be located in the Center's common area. Each Party can then give its designated representative(s) the code to open the lockbox. Any Party using a key from the lockbox (for purposes consistent with this section) shall return it promptly to the lockbox immediately after its use. The Parties shall maintain a "sign-out list" adjacent to the lockbox and any person using a key from the lockbox shall so indicate on the list.
- Both Parties shall designate in writing for the benefit of the other Party, and keep current throughout the duration of the MOU, the specific representative(s) of that Party who possess a full set of keys and who know the combination to the lockbox.
- The common area of the Center can be used by members of the public, the County, or the Tribe through the Mono County reservation system. It is the responsibility of both Parties to this MOU to make reservations through the system for any non-routine event at the Center. Routine events need only be calendared through the Mono County reservation system once, with all future meeting dates and times noted.
- Users of the building other than the Parties to this MOU or the entity contracted with the County to provide childcare services in the Center will be charged a reasonable reservation fee and will be required to leave a security deposit. The reservation fee will be applied to the County's expenses in maintaining the building and managing the reservation system. The county

will keep any security deposit amounts needed to offset damage to the premises.

7. Center Usage Committee. In order to promote better understanding and relations between the Parties regarding the issues addressed by this MOU and any other issues pertaining to Center usage, a Center Usage Committee may be established, which shall be comprised of one representative from each Party and one representative from the Lee Vining community mutually agreed upon by the Parties (three members in total). A majority of the Committee members shall constitute a quorum. The Committee shall meet at the Center as often as it deems necessary. Notice of any meeting will comply with the Brown Act, and special notice will be given to each member of the Committee at least two weeks before any such meeting takes place to the addresses listed under section 12, Notices, of this MOU. The Committee may discuss any issues it deems relevant to its mutual usage of the Center any may make decisions regarding such usage by an affirmative vote of a majority of its members. Such decisions shall be binding on the Parties provided they are not inconsistent with this MOU and do not result in structural changes to the Center or force any Party to bear any additional costs or liability or violate any County fees or regulations.

8. Notice of Repairs or Improvements. The County will provide the Tribe with reasonable notice of any repairs to be conducted o improvements to be undertaken which will impact the Tribe's use of its portion of the Center. If the Tribe believes that repair or maintenance of any part of the Center is needed, it shall notify the County's Director of Public Works in writing. The County may, in its discretion and if funding allows, undertake the repair or maintenance itself, may contract with a third party to do so, or it may authorize the Tribe to do so. Authorization shall be in writing.

9. Nondiscrimination. During the performance of this MOU, the Parties and 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 other person because of race, religion, color, ancestry, national origin, physical handicap, medical condition marital status, age, sex, gender expression, or other protected status. The Parties and their agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act 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 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

10. Assignment. No Party may assign its interests under this MOU without the prior written consent of the other Party.

11. Termination.

- a. *Default.* It is mutually understood and agreed that should either Party fail to faithfully and truly comply with each and every provision of this MOU, the other Party may, at its option, declare the MOU to be materially breached and give the breaching Party 30 days' written notice of its intent to terminate.

- b. *Insolvency and Bankruptcy*. If any Party becomes insolvent or makes an assignment for the benefit of creditors or is adjudged bankrupt, either voluntarily or involuntarily, this MOU shall immediately terminate and shall not be assignable by any operation or process of law, nor be treated in any way whatsoever as an asset of the Party after such event.

12. Notices. All notices required or permitted under this MOU will be in writing and delivered to the parties personally or by first class mail at the addresses stated below:

<u>County:</u> Office of the County Counsel 1290 Tavern Road P.O. Box 2415 Mammoth Lakes, CA Attn: Emily Fox Tel: 760-924-1700	<u>Tribe:</u>
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The Parties may, by notice as provided above, designate a different address to which notice must be given.

13. Entire MOU; Modification; Waiver. This MOU constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this MOU shall be binding unless executed in writing by both Parties. No waiver of any of the provisions of this MOU shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

14. Severability. Each provision of this MOU is severable from any and all other provisions of this MOU. Should any provision(s) of this MOU be for any reason unenforceable, the balance shall nonetheless be of full force and effect, provided that the intent of the Parties shall not be impaired thereby.

15. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California.

16. Representation by Counsel. The Parties acknowledge that this MOU is executed voluntarily by them, without duress or undue influence on the part of or on behalf of any other Party. The Parties further acknowledge that they have participated in the negotiation and preparation of this MOU and have had the opportunity to be represented by counsel with respect to such negotiation and preparation or do hereby knowingly waive their right(s) to do so, and that they are fully aware of the contents of this MOU and of its legal effect. Thus, any ambiguities in this MOU shall not be resolved in favor of or against either Party. The Parties specifically acknowledge that the Mono County Counsel has only represented the County with respect to the negotiation and preparation of this MOU and that the Parties have consented to such

representation and have knowingly and voluntarily waived any actual or potential conflict associated with such representation.

III. Execution

In witness of the foregoing provisions the Parties have signed this MOU through their authorized representative below as of the date first written above:

The County:
The County of Mono, a political subdivision
of the State of California

The Tribe:
Mono Lake Kutzadika Indians

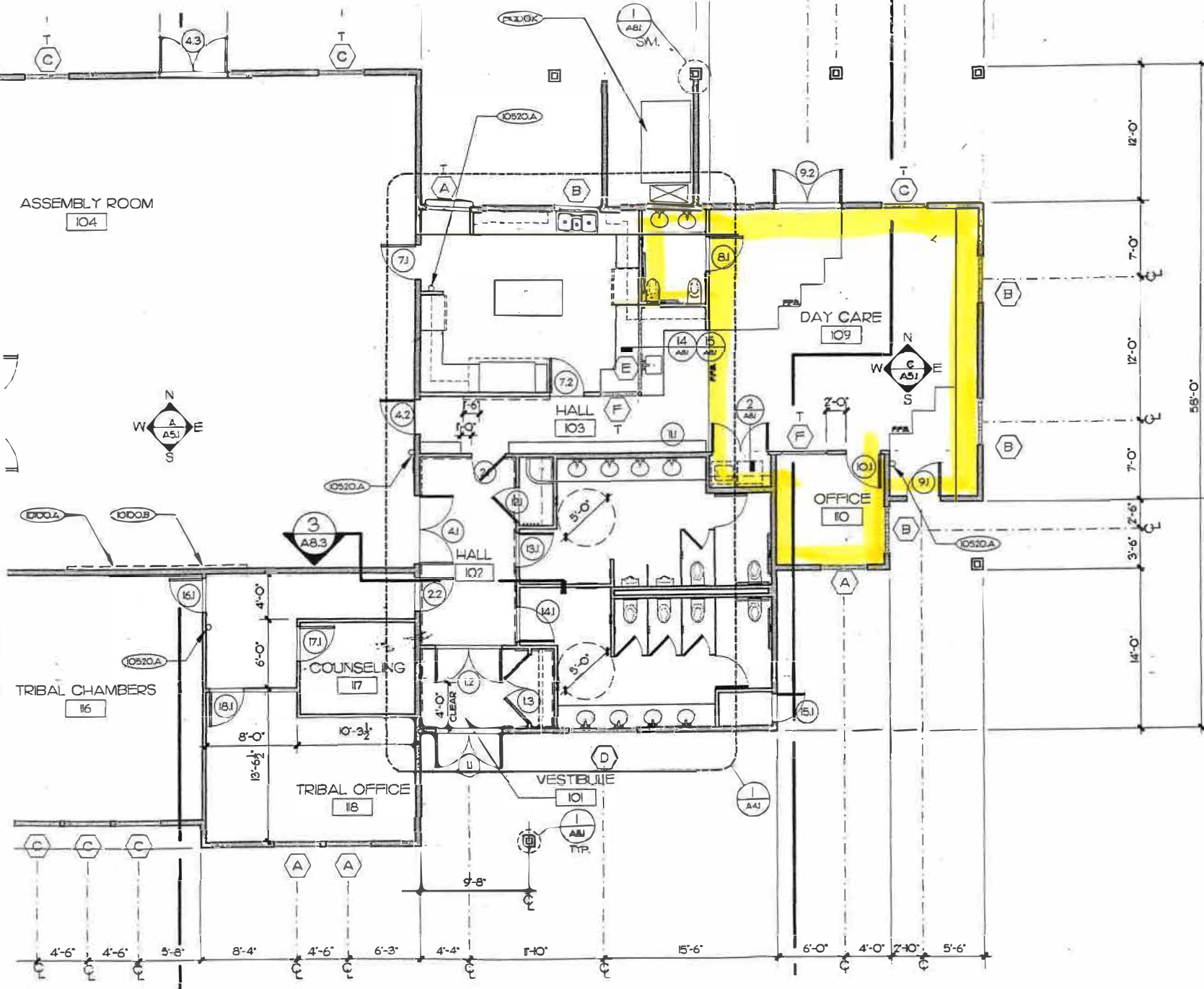
By: John Peters, Chair
Mono County Board of Supervisors
Date:

By: Chairman
Date:

APPROVED AS TO FORM:

Mono County Counsel

Exhibit A



21
.24
48
504
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**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE March 5, 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 1/31/2024.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 1/31/2024.

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 1/31/2024

History

Time	Who	Approval
2/26/2024 5:56 PM	County Counsel	Yes
2/12/2024 5:31 PM	Finance	Yes
2/28/2024 8:53 AM	County Administrative Office	Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 12/31/2023, End Date: 1/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	1/5/2024	91282CEY3	1,000,000.00	T-Note 3 7/15/2025	97.79	977,890.62	14,184.78	4.51	992,075.40
Buy	1/9/2024	3133EPU37	1,000,000.00	FFCB 3.875 1/9/2029	99.62	996,170.00	0.00	3.96	996,170.00
Buy	1/18/2024	3133EPW84	1,000,000.00	FFCB 3.875 1/18/2029	99.14	991,440.00	0.00	4.07	991,440.00
Buy	1/25/2024	31424WFE7	1,000,000.00	FAMC 4.04 1/22/2029	99.60	995,990.00	336.67	4.13	996,326.67
Subtotal			4,000,000.00			3,961,490.62	14,521.45		3,976,012.07
Deposit	1/12/2024	LAIF6000Q	5,275.75	Local Agency Investment Fund LGIP	100.00	5,275.75	0.00	0.00	5,275.75
Deposit	1/24/2024	CAMP60481	2,000,000.00	California Asset Management Program LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	1/31/2024	CAMP60481	196,837.49	California Asset Management Program LGIP	100.00	196,837.49	0.00	0.00	196,837.49
Deposit	1/31/2024	31846V203	115,367.75	First American Gov Fund MM	100.00	115,367.75	0.00	0.00	115,367.75
Deposit	1/31/2024	OAKVALLEY0670	17,865.92	Oak Valley Bank Cash	100.00	17,865.92	0.00	0.00	17,865.92
Deposit	1/31/2024	OAKVALLEY0670	37,090,816.59	Oak Valley Bank Cash	100.00	37,090,816.59	0.00	0.00	37,090,816.59
Subtotal			39,426,163.50			39,426,163.50	0.00		39,426,163.50
Total Buy Transactions			43,426,163.50			43,387,654.12	14,521.45		43,402,175.57
Interest/Dividends									
Interest	1/1/2024	32022RSG3	0.00	1ST Financial Bank, USA 3.3 8/2/2027		0.00	697.88	0.00	697.88
Interest	1/1/2024	92348DAC3	0.00	Veridian Credit Union 4.8 4/24/2025		0.00	1,015.10	0.00	1,015.10
Interest	1/1/2024	530520AB1	0.00	Liberty First Credit Union 4.4 1/17/2028		0.00	930.51	0.00	930.51
Interest	1/1/2024	22551KAU6	0.00	Credit Union of Texas 4.4 12/9/2027		0.00	930.51	0.00	930.51
Interest	1/1/2024	586840NA4	0.00	Menlo Park City School Dist 1.928 7/1/2024		0.00	4,820.00	0.00	4,820.00
Interest	1/1/2024	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	549.85	0.00	549.85
Interest	1/1/2024	68283MAP1	0.00	OnPath Federal Credit Union 4.85 7/31/2028		0.00	1,017.44	0.00	1,017.44
Interest	1/1/2024	59161YAP1	0.00	Metro Credit Union 1.7 2/18/2027		0.00	359.52	0.00	359.52
Interest	1/1/2024	25844MAK4	0.00	Dort Financial Credit Union 4.5 12/16/2027		0.00	2,801.59	0.00	2,801.59
Interest	1/1/2024	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	391.24	0.00	391.24
Interest	1/1/2024	92891CCP5	0.00	VYSTAR Credit Union 4.45 9/30/2027		0.00	941.08	0.00	941.08



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 12/31/2023, End Date: 1/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	1/1/2024	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	395.36	0.00	395.36
Interest	1/1/2024	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	380.66	0.00	380.66
Interest	1/1/2024	45157PAZ3	0.00	Ideal Credit Union 4.5 12/29/2027		0.00	951.66	0.00	951.66
Interest	1/2/2024	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	285.50	0.00	285.50
Interest	1/2/2024	3135G0V75	0.00	FNMA 1.75 7/2/2024		0.00	8,750.00	0.00	8,750.00
Interest	1/5/2024	307811EM7	0.00	The Farmers & Merchants Bank 3.2 8/5/2027		0.00	676.73	0.00	676.73
Interest	1/5/2024	89236TFS9	0.00	Toyota Motor Credit Corp 3.35 1/5/2024		0.00	8,375.00	0.00	8,375.00
Interest	1/7/2024	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	348.94	0.00	348.94
Interest	1/7/2024	3130AWJZ4	0.00	FHLB 5 7/7/2028-25		0.00	25,000.00	0.00	25,000.00
Interest	1/8/2024	902684AC3	0.00	UFirst Federal Credit Union 4.8 3/9/2026		0.00	1,015.10	0.00	1,015.10
Interest	1/8/2024	3133EPVP7	0.00	FFCB 4.75 7/8/2026		0.00	15,833.33	0.00	15,833.33
Interest	1/8/2024	011852AD2	0.00	Alaska USA Federal Credit Union 4.7 3/8/2027		0.00	993.95	0.00	993.95
Interest	1/8/2024	29367SJQ8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	1/8/2024	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	1/8/2024	898812AB8	0.00	Tucson Federal Credit Union 4.95 8/8/2028		0.00	1,042.62	0.00	1,042.62
Interest	1/9/2024	08016PEL9	0.00	Belmont Bank & Trust Co 4.2 12/9/2027		0.00	884.65	0.00	884.65
Interest	1/10/2024	065427AC0	0.00	Bank of Utah 4.25 5/10/2028		0.00	898.79	0.00	898.79
Interest	1/10/2024	20367GBH1	0.00	Community Commerce Bank 3.3 8/10/2027		0.00	697.88	0.00	697.88
Interest	1/11/2024	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	148.04	0.00	148.04
Interest	1/12/2024	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	549.85	0.00	549.85
Interest	1/13/2024	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	623.86	0.00	623.86
Interest	1/13/2024	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	602.72	0.00	602.72
Interest	1/13/2024	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	422.96	0.00	422.96
Interest	1/14/2024	3136G4YL1	0.00	FNMA 0.625 7/14/2025-22		0.00	3,125.00	0.00	3,125.00
Interest	1/14/2024	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	1/14/2024	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	348.94	0.00	348.94



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 12/31/2023, End Date: 1/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	1/14/2024	91739JAA3	0.00	Utah First Federal Credit Union 4.75 7/14/2028		0.00	1,004.53	0.00	1,004.53
Interest	1/15/2024	91282CHM6	0.00	T-Note 4.5 7/15/2026		0.00	22,500.00	0.00	22,500.00
Interest	1/15/2024	91282CCL3	0.00	T-Note 0.375 7/15/2024		0.00	3,750.00	0.00	3,750.00
Interest	1/15/2024	91282CEY3	0.00	T-Note 3 7/15/2025		0.00	15,000.00	0.00	15,000.00
Interest	1/15/2024	478160CJ1	0.00	Johnson & Johnson 2.625 1/15/2025-17		0.00	6,562.50	0.00	6,562.50
Interest	1/15/2024	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	602.72	0.00	602.72
Interest	1/15/2024	819866BL7	0.00	Sharonview Federal Credit Union 3.5 8/16/2027		0.00	740.18	0.00	740.18
Interest	1/15/2024	478160CK8	0.00	Johnson & Johnson 2.9 1/15/2028-27		0.00	7,250.00	0.00	7,250.00
Interest	1/16/2024	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	422.96	0.00	422.96
Interest	1/16/2024	42971GAA9	0.00	High Plains Bank 3 1/16/2024		0.00	3,705.21	0.00	3,705.21
Interest	1/16/2024	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	654.90	0.00	654.90
Interest	1/17/2024	3133EPQD0	0.00	FFCB 3.25 7/17/2028		0.00	21,250.00	0.00	21,250.00
Interest	1/17/2024	914098DP0	0.00	University Bank 4.5 3/17/2028		0.00	951.66	0.00	951.66
Interest	1/17/2024	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	549.85	0.00	549.85
Interest	1/17/2024	31422X4Y5	0.00	FAMC 4.32 7/17/2028		0.00	21,600.00	0.00	21,600.00
Interest	1/18/2024	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	243.20	0.00	243.20
Interest	1/18/2024	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	1/18/2024	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	1/19/2024	3133ENB33	0.00	FFCB 3.05 7/19/2027		0.00	15,250.00	0.00	15,250.00
Interest	1/20/2024	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	602.72	0.00	602.72
Interest	1/20/2024	78472EAB0	0.00	SPCO Credit Union 4.35 1/20/2028		0.00	919.94	0.00	919.94
Interest	1/20/2024	01664MAB2	0.00	All In FCU 4.4 12/20/2027		0.00	930.51	0.00	930.51
Interest	1/20/2024	3133ELV92	0.00	FFCB 0.77 7/20/2027		0.00	3,850.00	0.00	3,850.00
Interest	1/21/2024	51828MAC8	0.00	Latino Community Credit Union 4.5 12/21/2027		0.00	951.66	0.00	951.66
Interest	1/21/2024	90331HPL1	0.00	US Bank NA 2.05 1/21/2025		0.00	5,125.00	0.00	5,125.00
Interest	1/21/2024	3137EAEU9	0.00	FHLMC 0.375 7/21/2025		0.00	1,875.00	0.00	1,875.00



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 12/31/2023, End Date: 1/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	1/22/2024	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	602.72	0.00	602.72
Interest	1/22/2024	33847E3W5	0.00	Flagstar Bank FSB 0.6 7/22/2025		0.00	753.14	0.00	753.14
Interest	1/22/2024	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	592.14	0.00	592.14
Interest	1/22/2024	3134GV5V6	0.00	FHLMC 0.6 7/22/2025-22		0.00	3,000.00	0.00	3,000.00
Interest	1/23/2024	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	433.53	0.00	433.53
Interest	1/23/2024	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	412.38	0.00	412.38
Interest	1/24/2024	20726ABD9	0.00	Congressional Bank 2.1 7/24/2024		0.00	2,614.82	0.00	2,614.82
Interest	1/24/2024	3136G4YE7	0.00	FNMA 0.7 7/24/2025-22		0.00	3,500.00	0.00	3,500.00
Interest	1/25/2024	85513MAA0	0.00	Star Financial Credit Union 4.5 1/25/2028		0.00	951.66	0.00	951.66
Interest	1/25/2024	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	370.09	0.00	370.09
Interest	1/25/2024	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	634.44	0.00	634.44
Interest	1/25/2024	3130AQHZ9	0.00	FHLB 1.54 1/25/2027-23		0.00	7,700.00	0.00	7,700.00
Interest	1/26/2024	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	105.74	0.00	105.74
Interest	1/26/2024	3130ASLA5	0.00	FHLB 4.5 7/26/2027-24		0.00	22,500.00	0.00	22,500.00
Interest	1/26/2024	3134GXG40	0.00	FHLMC 3.55 7/26/2024-23		0.00	17,750.00	0.00	17,750.00
Interest	1/26/2024	3130AKMD5	0.00	FHLB 0.5 1/26/2026-21		0.00	2,500.00	0.00	2,500.00
Interest	1/26/2024	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	539.27	0.00	539.27
Interest	1/26/2024	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	348.94	0.00	348.94
Interest	1/26/2024	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	549.85	0.00	549.85
Interest	1/26/2024	90352RCR4	0.00	USAlliance Federal Credit Union 3.45 8/26/2027		0.00	729.60	0.00	729.60
Interest	1/26/2024	3133EJM48	0.00	FFCB 3.17 1/26/2024		0.00	15,850.00	0.00	15,850.00
Interest	1/26/2024	742718FZ7	0.00	Procter & Gamble Co 3.95 1/26/2028-23		0.00	10,013.25	0.00	10,013.25
Interest	1/26/2024	89854LAD5	0.00	TTCU Federal Credit Union 5 7/26/2028		0.00	1,053.15	0.00	1,053.15
Interest	1/26/2024	3130AQJ20	0.00	FHLB Step 1/26/2026-23		0.00	7,875.00	0.00	7,875.00
Interest	1/26/2024	64017ABA1	0.00	Neighbors Federal Credit Union 5 7/26/2028		0.00	1,053.15	0.00	1,053.15
Interest	1/27/2024	02616ABY4	0.00	American First Credit Union 4.25 4/27/2028		0.00	898.79	0.00	898.79
Interest	1/27/2024	14622LAA0	0.00	Carter Federal Credit Union 0.75 4/27/2026		0.00	157.97	0.00	157.97



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 12/31/2023, End Date: 1/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	1/27/2024	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	592.14	0.00	592.14
Interest	1/27/2024	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	222.05	0.00	222.05
Interest	1/27/2024	3130AQKF9	0.00	FHLB 1.6 1/27/2027-23		0.00	8,000.00	0.00	8,000.00
Interest	1/27/2024	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	232.63	0.00	232.63
Interest	1/28/2024	00224TAP1	0.00	A+ Federal Credit Union 4.55 4/28/2028		0.00	962.23	0.00	962.23
Interest	1/28/2024	38149MWX7	0.00	Goldman Sachs Bank USA 0.85 7/28/2026		0.00	1,062.66	0.00	1,062.66
Interest	1/28/2024	3130AKPC4	0.00	FHLB 0.6 1/28/2026-21		0.00	3,000.00	0.00	3,000.00
Interest	1/28/2024	07181JAV6	0.00	Baxter Federal Credit Union 5 11/30/2026		0.00	1,053.15	0.00	1,053.15
Interest	1/28/2024	3135G06R9	0.00	FNMA 0.55 1/28/2026-21		0.00	2,750.00	0.00	2,750.00
Interest	1/29/2024	06406RAF4	0.00	Bank of New York Mellon 3.4 1/29/2028-27		0.00	8,500.00	0.00	8,500.00
Interest	1/29/2024	3130ANCA6	0.00	FHLB 1.05 7/29/2026-24		0.00	5,250.00	0.00	5,250.00
Interest	1/29/2024	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	190.33	0.00	190.33
Interest	1/29/2024	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	179.76	0.00	179.76
Interest	1/30/2024	369674CG9	0.00	General Electric Credit Union 5 1/30/2024		0.00	2,038.36	0.00	2,038.36
Interest	1/30/2024	24951TAW5	0.00	Department of Commerce FCU 5 11/30/2027		0.00	1,053.15	0.00	1,053.15
Interest	1/30/2024	77357DAB4	0.00	Rockland Federal Credit Union 5 11/30/2028		0.00	1,040.41	0.00	1,040.41
Interest	1/30/2024	06543PDA0	0.00	Bank of the Valley NE 4.1 9/30/2027		0.00	867.07	0.00	867.07
Interest	1/30/2024	01882MAC6	0.00	Alliant Credit Union 5 12/30/2027		0.00	1,053.15	0.00	1,053.15
Interest	1/30/2024	22258JAB7	0.00	County Schools FCU 4.4 9/30/2027		0.00	930.51	0.00	930.51
Interest	1/30/2024	52171MAJ4	0.00	Leaders Credit Union 5 6/30/2028		0.00	1,053.15	0.00	1,053.15
Interest	1/31/2024	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	422.96	0.00	422.96
Interest	1/31/2024	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	243.20	0.00	243.20
Interest	1/31/2024	CAMP60481	0.00	California Asset Management Program LGIP		0.00	196,837.49	0.00	196,837.49
Interest	1/31/2024	42228LAL5	0.00	HealthcareSystemsFCU 4.35 1/31/2028		0.00	919.94	0.00	919.94
Interest	1/31/2024	91282CHQ7	0.00	T-Note 4.125 7/31/2028		0.00	41,250.00	0.00	41,250.00
Interest	1/31/2024	31846V203	0.00	First American Gov Fund MM		0.00	115,367.75	0.00	115,367.75



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 12/31/2023, End Date: 1/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	1/31/2024	33651FAF6	0.00	First Source FCU 4.85 1/31/2024		0.00	988.60	0.00	988.60
Interest	1/31/2024	912828Z78	0.00	T-Note 1.5 1/31/2027		0.00	7,500.00	0.00	7,500.00
Interest	1/31/2024	32024DAC0	0.00	First Financial 4.45 2/8/2028		0.00	941.08	0.00	941.08
Interest	1/31/2024	24773RBW4	0.00	Delta National Bank and Trust 0.55 7/21/2025		0.00	690.38	0.00	690.38
Interest	1/31/2024	82671DAB3	0.00	Signature Federal Credit Union 4.4 1/31/2028		0.00	930.51	0.00	930.51
Interest	1/31/2024	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	17,865.92	0.00	17,865.92
Subtotal			0.00			0.00	752,427.45		752,427.45
Total Interest/Dividends			0.00			0.00	752,427.45		752,427.45
Sell Transactions									
Matured	1/5/2024	89236TFS9	500,000.00	Toyota Motor Credit Corp 3.35 1/5/2024	0.00	500,000.00	0.00	0.00	500,000.00
Matured	1/16/2024	42971GAA9	245,000.00	High Plains Bank 3 1/16/2024	0.00	245,000.00	0.00	0.00	245,000.00
Matured	1/16/2024	30257JAM7	249,000.00	FNB Bank Inc/Romney 3 1/16/2024	0.00	249,000.00	0.00	0.00	249,000.00
Matured	1/25/2024	22230PBY5	249,000.00	Country Bank New York 3 1/25/2024	0.00	249,000.00	0.00	0.00	249,000.00
Matured	1/26/2024	3133EJM48	1,000,000.00	FFCB 3.17 1/26/2024	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	1/30/2024	369674CG9	248,000.00	General Electric Credit Union 5 1/30/2024	0.00	248,000.00	0.00	0.00	248,000.00
Matured	1/31/2024	33651FAF6	248,000.00	First Source FCU 4.85 1/31/2024	0.00	248,000.00	0.00	0.00	248,000.00
Subtotal			2,739,000.00			2,739,000.00	0.00		2,739,000.00
Withdraw	1/11/2024	31846V203	2,000,000.00	First American Gov Fund MM	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	1/18/2024	31846V203	4,000,000.00	First American Gov Fund MM	0.00	4,000,000.00	0.00	0.00	4,000,000.00
Withdraw	1/19/2024	31846V203	6,000,000.00	First American Gov Fund MM	0.00	6,000,000.00	0.00	0.00	6,000,000.00
Withdraw	1/22/2024	31846V203	2,000,000.00	First American Gov Fund MM	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	1/23/2024	31846V203	3,000,000.00	First American Gov Fund MM	0.00	3,000,000.00	0.00	0.00	3,000,000.00
Withdraw	1/25/2024	31846V203	1,000,000.00	First American Gov Fund MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	1/26/2024	31846V203	1,000,000.00	First American Gov Fund MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	1/31/2024	31846V203	115,367.75	First American Gov Fund MM	0.00	115,367.75	0.00	0.00	115,367.75
Withdraw	1/31/2024	OAKVALLEY0670	37,450,513.11	Oak Valley Bank Cash	0.00	37,450,513.11	0.00	0.00	37,450,513.11
Subtotal			56,565,880.86			56,565,880.86	0.00		56,565,880.86



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 12/31/2023, End Date: 1/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Total Sell Transactions			59,304,880.86			59,304,880.86	0.00		59,304,880.86



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 5, 2024

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Email from Virginia Lakes
Homeowner

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Email received from a Virginia Lakes homeowner regarding concerns with the High Sierra Snowcat and Yurt business.

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
2/26/2024 5:56 PM	County Counsel	Yes
2/26/2024 4:53 PM	Finance	Yes
2/28/2024 8:09 AM	County Administrative Office	Yes

From: darylsimons@cox.net <darylsimons@cox.net>

Sent: Friday, February 16, 2024 2:50 AM

To: BOS <BOS@mono.ca.gov>; accessor@mono.ca.gov; Treasurer <treasurer@mono.ca.gov>

Subject: Virginia Lakes subdivision home owner, just a question about the High Sierra Snowcat and Yurt Business. Taxes and such.

You don't often get email from darylsimons@cox.net. [Learn why this is important](#)

[EXTERNAL EMAIL]

First, we didn't know who in the County would have an answer to our question so we just picked a few here. There's been some concern amongst a few of us home owners over the past few months up in our area about the High Sierra Snowcat and Yurt business which operates on the special use permit with the Forestry within the Virginia Lakes, Dundenberg and the green lakes area. We've addressed this with the Forestry with questions we had with the actual skiing, access and intrusion on privately owned land. But as far as the business itself, we know that they came under new ownership this past year and it sounds like they've doubled up or more on a lot of things as far as services, overnight accommodations, Sauna and food service for their yurt and also added more employees, they've also more than doubled up on what they are charging for their accommodations. Looking at their internet website, not Facebook, they are charging various prices for the different packages ranging from one thousand up to 6, 8 and 12,000 dollars a day or stay. So the question we have for the county is this, is mono county getting taxes off of this business? We do not know how that all works with a special use permit and such. Having stayed in town in the past for the fishing season opener for many years now,(some of us don't do winter up there and wait for our water system is on for the cabins) we all know we pay county bed tax on top of everything else for our rooms. So wondering if they pay that and any other taxes to the county? And on top of that, they are accessing the road and parking in the snow park area for their customers and employees. That snow park area has been an issue anyways with the homeowners that use their places during the winter. We would hope that they are being taxed one way or another so that some of the money would go to the snow plowing efforts and equipment. I think the main concern is that this business is not taking advantage of the county and our area to make gobs of money off of a special use forestry permit. Again, sorry about blindly picking email addresses, just didn't know who to pick. Thanks.....



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 5, 2024

Departments: County Administrative Office

TIME REQUIRED 10 minutes

SUBJECT Conversion of Department of Animal Services into Division of Animal Services

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christine Bouchard, Assistant County Administrative Officer

AGENDA DESCRIPTION:

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

Approval of actions required to convert the County's existing Department of Animal Services into a Division of Animal Services.

RECOMMENDED ACTION:

1. Announce fiscal impact and approve modified Agreement Regarding Terms and Conditions of Employment of Chris Mokracek to change the temporary appointment as "Interim Animal Services Director" to a temporary appointment as "Interim Animal Services Manager"
2. Introduce, read title, and waive further reading of proposed ordinance amending Mono County Code Chapters 2.05 and 9.04 to replace references to "Animal Services Department" and "Animal Services Director" with "Animal Services Division" and "Animal Services Manager". Provide any desired direction to staff.

FISCAL IMPACT:

The modified agreement for Chris Mokracek results in the following annual fiscal impact: \$222,293 as Interim Animal Services Manager and Emergency Services Director (\$170,361 salary and \$51,932 benefits) and \$203,651 as solely Emergency Services Director (\$154,522 salary and \$49,129 benefits). Department reclassification of Animal Services to divisional results in some unknown amount of fiscal savings for the difference in compensation between a department head and a division manager.

CONTACT NAME: Stacey Simon

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

Staff Report
Resolution
Employment Agreement
Ordinance
Exhibit A - Chapter 9.08
Exhibit B - Chapter 2.05
Redline - Chapter 9.08
Redline - Chapter 2.05

History

Time	Who	Approval
2/28/2024 5:11 PM	County Counsel	Yes
2/29/2024 1:46 PM	Finance	Yes
2/29/2024 1:52 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

To: Board of Supervisors

From: Christine Bouchard, Assistant County Administrator
Stacey Simon, County Counsel

Date: March 5

Re: Conversion of Animal Services Department to Animal Services Division

BOARD OF SUPERVISORS

CHAIR

John Peters / District 4

VICE CHAIR

Lynda Salcido / District 5

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Bob Gardner / District 3

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

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN SERVICES

Kathryn Peterson

INFORMATION TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

Strategic Plan Focus Area(s) Met

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

Discussion

On February 20, 2024, the Board of Supervisors gave staff direction to take such steps as may be required in order to convert the County's existing Department of Animal Services into a Division of Animal Services, which would be located within and under the supervision of an existing County department. This change would necessarily involve converting the position of Animal Services Director into the position of Animal Services Manager.

Currently, in the absence of a full-time Animal Services Director, the animal services program is being overseen by the County's Director of Emergency Management, Chris Mokracek, as Interim Director of Animal Services. Mr. Mokracek is an employee of the County Administrative Office. Accordingly, the newly created Division of Animal Services would remain located within the CAO's office, at least until such a time as a full-time Animal Services Manager is in place. At that time, transition to another department may be more appropriate.

To accomplish the changes directed by the Board on February 20th, the following actions are required:

1. Adopt a resolution amending the County's List of Allocated Positions to remove the position of Director of Animal Services and to add the position of Animal Services Manager (COMPLETED February 20th).

2. Modify the employment agreement of Chris Mokracek to reflect his temporary appointment as Animal Services Manager (rather than Director) and to make other conforming changes. (PROPOSED TODAY.)
3. Adopt an ordinance replacing all current references in the Mono County Code to the “Department of Animal Services” and the “Director of Animal Services” to the “Division of Animal Services” and the “Animal Services Manager”, respectively. (FIRST READING OF ORDINANCE TODAY – ADOPTION PROPOSED FOR MARCH 12.)

If you have any questions regarding this item, please call or email Assistant County Administrator Christine Bouchard or County Counsel Stacey Simon.



RESOLUTION NO. R24-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF EMPLOYMENT OF CHRISTOPHER MOKRACEK**

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 Christopher Mokracek a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Mr. Mokracek. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 5th day of March, 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 CHRISTOPHER MOKRACEK
AS DIRECTOR OF EMERGENCY MANAGEMENT FOR MONO COUNTY**

This Agreement is entered into by and between Christopher Mokracek and the County of Mono (hereinafter “County”).

I. RECITALS

Christopher Mokracek (hereinafter “Mr. Mokracek”) is currently employed by Mono County as its Director of Emergency Management. The County wishes to continue to employ Mr. Mokracek in that capacity in accordance with the terms and conditions set forth in this Agreement. Mr. Mokracek wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence upon approval by County and Mr. Mokracek (“Effective Date”) and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Mr. Mokracek shall continue to be employed by Mono County as its Director of Emergency Management, serving at the will and pleasure of the County Administrative Officer (CAO). Mr. Mokracek accepts such continued employment. The CAO shall be deemed the “appointing authority” for all purposes with respect to Mr. Mokracek’s employment. The CAO and Mr. Mokracek will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Mokracek’s work. Mr. Mokracek’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the CAO in accordance with the “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*”).

In addition to the foregoing, and until such time as the CAO notifies him that these services are no longer required, Mr. Mokracek shall also serve as Interim Animal Services Manager for Mono County and shall be compensated for such additional responsibilities as set forth in paragraph 3.B. below.

3. A. Salary as Director of Emergency Management. Mr. Mokracek’s salary shall be Range 20, Step C as set forth in the “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 (Resolution R24-007 adopted on January 9, 2024, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary

Matrix, and as the same may be amended or updated from time to time and unilaterally implemented by the County.

B. Temporary Salary with Additional Duties as Animal Services Manager.

Notwithstanding subparagraph A above, during the period of Mr. Mokracek's temporary appointment as Interim Animal Services Manager, his salary shall instead be Range 20, Step E, as set forth in the *Salary Matrix*. This pay rate shall automatically cease at such time as Mr. Mokracek's temporary appointment ends and Mr. Mokracek shall thereafter be compensated as set forth in paragraph A.

4. Mr. Mokracek understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County as determined by the County's contract with PERS and/or County policy, and also any employee share of the "normal cost" of his retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).
5. Mr. Mokracek shall continue to earn and accrue vacation and sick leave in accordance with the "Policy Regarding Benefits of Management-level Officers and Employees," updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the "*Management Benefits Policy*") and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service. Mr. Mokracek understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost. Consistent with Mr. Mokracek's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Mokracek may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Mokracek's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Mokracek's full participation in applicable professional associations, for his continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the CAO.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Mokracek shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Mr. Mokracek's employment, CalPERS

medical insurance, County dental and vision coverage, and life insurance.

8. Mr. Mokracek understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Mokracek cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Mokracek’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.
9. Consistent with the “at will” nature of Mr. Mokracek’s employment, the CAO may terminate Mr. Mokracek’s employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Mokracek understands and acknowledges that as an “at will” employee, he will not have permanent status nor will his employment be governed by the Mono County Personnel Rules, except to the extent the Rules are ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the CAO may, in his or her discretion, take during Mr. Mokracek’s employment.
10. In the event of a termination without cause under paragraph 9, Mr. Mokracek shall receive as severance pay a lump sum equal to six (6) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Mr. Mokracek shall not be entitled to any severance pay in the event that the CAO has grounds to discipline him on or about the time he gives him the notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Mokracek shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Mokracek may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties.

Mr. Mokracek shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.

12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Mokracek and shall supersede and replace any and all prior agreements or understandings regarding Mr. Mokracek's employment.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Mokracek's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Mokracek'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., Mr. Mokracek shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Mokracek is convicted of a crime involving abuse of office or position.
14. Mr. Mokracek acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Mokracek further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.
15. 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 5th day of March, 2024.

EMPLOYEE

THE COUNTY OF MONO

Christopher Mokracek

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



ORD24-__

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS AMENDING CHAPTERS 2.05 AND 9.08 OF
THE MONO COUNTY CODE TO MEMORIALIZE
TRANSITION OF THE DEPARTMENT OF ANIMAL SERVICES
INTO A DIVISION OF ANIMAL SERVICES**

WHEREAS, the Board of Supervisors has determined that the Department of Animal Services should become the Division of Animal Services and, accordingly, that the position of Director of Animal Services should become position of Animal Services Manager; and

WHEREAS, to memorialize the foregoing, an amendment to the Mono County Code (MCC) is necessary to replace all references to “Animal Services Department” or “Department of Animal Services” with “Animal Services Division” and all references to the “Animal Services Director” or “Director of Animal Services” with “Animal Services Manager”; and

WHEREAS, specifically, amendments are necessary to MCC Chapter 2.05, which enumerates all of the departments and offices of the County, including the “Department of Animal Services” and to Chapter 9.08 “Animal Services”, which specifies the duties and functions of the Animal Services Department and Director;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS that:

SECTION ONE: Chapter 9.08 of the Mono County Code is hereby revised as follows and as set forth in **Exhibit A** which is attached hereto and incorporated by this reference:

- A. Mono County Code section 9.08.010 is deleted in its entirety and shall instead read “RESERVED”.
- B. All remaining references in Mono County Code Chapter 9.08 to the “Department of Animal Services” or the “Animal Services Department” shall be replaced with the term “Division of Animal Services” or “Animal Services Division”, as appropriate.
- C. All remaining references in Mono County Code Chapter 9.08 to the “Director of Animal Services” or the “Animal Services Director” shall be replaced with the term “Animal Services Manager”.

SECTION TWO: Section 2.05.040 of the Mono County Code is hereby amended to delete subdivision A (“Animal Services”) in its entirety. All remaining subdivisions of Section 2.05.040 shall be re-lettered accordingly, as shown in **Exhibit B**, which is attached hereto and incorporated by this reference.

SECTION THREE: Any remaining references in the Mono County Code to the Department of Animal Services/Animal Services Department or to the Director of Animal

1 Services/Animal Services Director in the Mono County Code are hereby replaced with the terms
2 “Animal Services Division” and “Animal Services Manager” and, until such time as the change
3 is implemented, shall be construed to refer to the Animal Services Division and the Animal
Services Manager, respectively.

4 **SECTION FOUR:** This ordinance shall become effective 30 days from the date of its
5 adoption and final passage, which appears immediately below. The Clerk of the Board of
6 Supervisors shall post this ordinance and also publish it in the manner prescribed by Government
7 Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the
Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take
effect until 30 days after the date of publication.

8 **PASSED, APPROVED and ADOPTED** this 12th day of March, 2024, by the following
9 vote, to wit:

10 **AYES:**

11 **NOES:**

12 **ABSENT:**

13 **ABSTAIN:**

14
15 _____
John Peters, Chair
Mono County Board of Supervisors

16
17 **ATTEST:**

APPROVED AS TO FORM:

18
19 _____
Clerk of the Board

20 _____
County Counsel

EXHIBIT A

Chapter 9.08 ANIMAL SERVICES

Sections:

9.08.010 RESERVED

9.08.020 Generally.

- A. The animal services manager and his or her other officers are designated as public officers and employees of the county, charged with the duty to enforce the provisions of this chapter and any law of the state relating to the care, treatment and impounding of animals, and they are authorized to issue citations for violations of said laws and provisions in accordance with Section 836.5 of the California Penal Code.
- B. Each such person, while performing his or her respective duties, shall wear a metallic badge of a size and design to be determined by the animal services manager.
- C. The animal services manager and his or her officers, when acting in the course and scope of their employment, are authorized to carry, in county vehicles, unloaded firearms or weapons of a type and caliber approved by the sheriff's department. The animal services manager and his or her officers shall receive initial and recurrent training in the use of any type of firearm or weapon approved for use by the sheriff's department, in order to establish and assure satisfactory proficiency in the use of such weapons commensurate with the safety and welfare of the general public.

9.08.030 Duties.

The animal services manager and his or her officers shall pick up and impound animals as provided in Chapters 9.04 through 9.44 of this code. They shall also enforce the provisions of Chapters 9.04 through 9.44 and any other state law or local ordinances relating to animals.

9.08.040 Fees.

The following fees are imposed, the amount of which shall be set by resolution of the board of supervisors:

- A. Redemption Fee. To redeem a dog from the pound, the amount of which shall include reasonable costs associated with of the care of dogs while impounded.
- B. Turn-in fee. When an animal is voluntarily turned in to the pound by its owner, the amount of which shall include reasonable costs associated with of the care of dogs while impounded.

9.08.050 Authority.

Whenever the animal services manager or his or her officers are authorized to take up and impound any animal under the provisions of Chapters 9.04 through 9.44, he or she shall have the authority in the exercise of a sound discretion to shoot to kill any such animal that attacks him or her while he or she is in the act of seizing it for impounding and to shoot any dog at large that has no known owner or home and which cannot be safely caught.

EXHIBIT B

Chapter 2.05 COUNTY DEPARTMENTAL STRUCTURE

Sections:

2.05.010 – County Departmental Structure

The County Departmental Structure is comprised of twenty (20) county departments as set forth in this chapter.

2.05.011 – Department Heads and Directors

Each county department is supervised by a department director or department head, who is either elected by the voters of Mono County, appointed by the Mono County Board of Supervisors, or appointed by the County Administrative Officer. The Board of Supervisors determines terms and conditions of employment.

2.05.012 – Duties and Statutory Requirements

This Chapter memorializes the county departmental structure but does not set forth the duties or statutory requirements of any county department or department director or department head. The duties and statutory requirements can be found in other chapters of this Mono County Code and/or state law.

2.05.020 – Departments Managed by Elected Department Heads

Each department listed in this Section is managed under the direction of an elected department head who serves at the pleasure of the Mono County electorate. Terms and conditions of the employees of these departments are governed by collective bargaining agreements, applicable personnel rules, and other legally binding authorities.

A. Assessor's Office

B. District Attorney's Office

C. Sheriff's Office

2.05.030 – Departments Managed by Directors Appointed by the Board

Each department or office listed in this Section is managed under the direction of a department director or department head appointed by the Mono County Board of Supervisors and serving at the pleasure of the Board. The terms and conditions of employment are set forth in a contract of employment with each individual director that is approved by the Board of Supervisors and subject to applicable law and policies. Each of these departments may contain department divisions that are subject to supervision of the department director.

A. County Administrator's Office

B. County Counsel's Office

C. Agricultural Commissioner's Office (see also, Section 2.05.050).

D. Veterans' Services Office (see also, Section 2.05.060)

2.05.040 – Departments Managed by Directors Appointed by the County Administrator

Each department listed in this Section is managed under the direction of a department director who is appointed by and serves at the pleasure of, the County Administrative Officer, as set forth in Mono County Code Section 2.84.080. The terms and conditions of employment for each department director are set forth in a contract of employment that is approved by the Board of Supervisors and by applicable policies adopted by the Board of Supervisors. These departments may contain department divisions under the supervision of the department director.

- A. Behavioral Health
- B. County Clerk - Recorder - Registrar of Voters - Clerk of the Board
- C. Community Development
- D. Economic Development
- E. Emergency Medical Services
- F. Finance
- G. Information Technology
- H. Public Health
- I. Public Works
- J. Social Services

2.05.050 – Office of the Agricultural Commissioner

A. The Office of the Agricultural Commissioner is managed under the direction of a department director who concurrently serves as the Agricultural Commissioner, Director of Weights and Measures and Pesticide Enforcement Officer (hereafter "Agricultural Commissioner"). Except as provided in subsection B below, the Agricultural Commissioner is appointed by the Board of Supervisors and supervised by the County Administrative Officer, with terms and conditions of employment set forth in a contract of employment approved by the Board of Supervisors and applicable law.

B. Notwithstanding subsection A above, the Agricultural Commissioner is a position that may be shared among counties in accordance with all applicable law.

C. The Agricultural Commissioner shall be an employee of either Mono County or a partner neighboring county in accordance with the terms and conditions of an agreement between those counties and in accordance with all applicable law.

2.05.060 Veterans' Services Office

A. The Veterans' Services Office is managed under the direction of the Veterans' Services Officer. Except as provided in subsection B below, the Veterans' Services Officer is appointed by the Board of Supervisors and supervised by the County Administrative Officer, with terms and conditions of employment set forth in a contract of employment approved by the Board of Supervisors and applicable law.

B. Notwithstanding subsection A above, the Veterans' Services Officer is a position that may be shared among counties in accordance with all applicable law.

C. The Veteran's Services Officer shall be an employee of either Mono County or a partner neighboring county in accordance with the terms and conditions of an agreement between those counties and in accordance with all applicable law.

2.05.070 Probation Department

A. The Probation Department is managed under the direction of the Chief Probation Officer as established by Mono County Code Section 2.48.010. Except as provided in subsection C below, the Chief Probation Officer is appointed by and serves at the pleasure of the County Administrative Officer pursuant to Section 27770(b) of the California Government Code.

B. The terms and conditions of employment for the Chief Probation Officer are set forth in an employment contract and applicable policies approved by the Board of Supervisors.

C. Notwithstanding subsection A, if a Chief Probation Officer is employed pursuant to a contract governed by Section 27770(a) of the California Government Code which was executed prior to agreement between the Administrative Office of the Courts (AOC) and Mono County providing for sole employment and supervision of the Chief Probation Officer by the County, then the Chief Probation Officer shall instead be nominated and appointed by the Presiding Judge of the County pursuant to Section 27770(a) and the Presiding Judge may remove the Chief Probation Officer for good cause, until such an agreement is entered into between the County and the AOC.

2.05.080 – Farm Advisor

A. The Mono County Farm Advisor is a position created in partnership with the University of California Cooperative Extension program. This position leverages federal, state, and local funds to assist residents in matters related to agricultural production.

B. The Mono County Farm Advisor is a position that may be shared among counties in accordance with the terms and conditions of an agreement between those counties and in accordance with all applicable law.

C. The Farm Advisor shall be an employee of either Mono County or a partner neighboring county in accordance with the terms and conditions of an agreement between those counties and in accordance with all applicable law.

EXHIBIT A

Chapter 9.08 ANIMAL SERVICES

Sections:

9.08.010 ~~Position created—Appointment.~~

~~There is created the position of the animal services director who shall be appointed by the county administrator and shall operate the Mono County Department of Animal Services.—RESERVED~~

Formatted: Section

9.08.020 Generally.

- A. The animal services ~~director-manager~~ and his or her other officers are designated as public officers and employees of the county, charged with the duty to enforce the provisions of this chapter and any law of the state relating to the care, treatment and impounding of animals, and they are authorized to issue citations for violations of said laws and provisions in accordance with Section 836.5 of the California Penal Code.
- B. Each such person, while performing his or her respective duties, shall wear a metallic badge of a size and design to be determined by the animal services ~~director-manager~~.
- C. The animal services ~~director-manager~~ and his or her officers, when acting in the course and scope of their employment, are authorized to carry, in county vehicles, unloaded firearms or weapons of a type and caliber approved by the sheriff's department. The animal services ~~director-manager~~ and his or her officers shall receive initial and recurrent training in the use of any type of firearm or weapon approved for use by the sheriff's department, in order to establish and assure satisfactory proficiency in the use of such weapons commensurate with the safety and welfare of the general public.

9.08.030 Duties.

The animal services ~~director-manager~~ and his or her officers shall pick up and impound animals as provided in Chapters 9.04 through 9.44 of this code. They shall also enforce the provisions of Chapters 9.04 through 9.44 and any other state law or local ordinances relating to animals.

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The following fees are imposed, the amount of which shall be set by resolution of the board of supervisors:

- A. Redemption Fee. To redeem a dog from the pound, the amount of which shall include reasonable costs associated with of the care of dogs while impounded.
- B. Turn-in fee. When an animal is voluntarily turned in to the pound by its owner, the amount of which shall include reasonable costs associated with of the care of dogs while impounded.

9.08.050 Authority.

Whenever the animal services ~~director-manager~~ or his or her officers are authorized to take up and impound any animal under the provisions of Chapters 9.04 through 9.44, he or she shall have the authority in the exercise of a sound discretion to shoot to kill any such animal that attacks him or her while he or she is in the act of seizing it for impounding and to shoot any dog at large that has no known owner or home and which cannot be safely caught.

EXHIBIT B

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Each county department is supervised by a department director or department head, who is either elected by the voters of Mono County, appointed by the Mono County Board of Supervisors, or appointed by the County Administrative Officer. The Board of Supervisors determines terms and conditions of employment.

2.05.012 – Duties and Statutory Requirements

This Chapter memorializes the county departmental structure but does not set forth the duties or statutory requirements of any county department or department director or department head. The duties and statutory requirements can be found in other chapters of this Mono County Code and/or state law.

2.05.020 – Departments Managed by Elected Department Heads

Each department listed in this Section is managed under the direction of an elected department head who serves at the pleasure of the Mono County electorate. Terms and conditions of the employees of these departments are governed by collective bargaining agreements, applicable personnel rules, and other legally binding authorities.

A. Assessor's Office

B. District Attorney's Office

C. Sheriff's Office

2.05.030 – Departments Managed by Directors Appointed by the Board

Each department or office listed in this Section is managed under the direction of a department director or department head appointed by the Mono County Board of Supervisors and serving at the pleasure of the Board. The terms and conditions of employment are set forth in a contract of employment with each individual director that is approved by the Board of Supervisors and subject to applicable law and policies. Each of these departments may contain department divisions that are subject to supervision of the department director.

A. County Administrator's Office

B. County Counsel's Office

C. Agricultural Commissioner's Office (see also, Section 2.05.050).

D. Veterans' Services Office (see also, Section 2.05.060)

2.05.040 – Departments Managed by Directors Appointed by the County Administrator

Each department listed in this Section is managed under the direction of a department director who is appointed by and serves at the pleasure of, the County Administrative Officer, as set forth in Mono County Code Section 2.84.080. The terms and conditions of employment for each department director are set forth in a contract of employment that is approved by the Board of Supervisors and by applicable policies adopted by the Board of Supervisors. These departments may contain department divisions under the supervision of the department director.

[A. Animal Services](#)

[AB. Behavioral Health](#)

[BC. County Clerk - Recorder - Registrar of Voters - Clerk of the Board](#)

[CD. Community Development](#)

[DE. Economic Development](#)

[FE. Emergency Medical Services](#)

[FG. Finance](#)

[GH. Information Technology](#)

[HI. Public Health](#)

[IJ. Public Works](#)

[JK. Social Services](#)

2.05.050 – Office of the Agricultural Commissioner

A. The Office of the Agricultural Commissioner is managed under the direction of a department director who concurrently serves as the Agricultural Commissioner, Director of Weights and Measures and Pesticide Enforcement Officer (hereafter "Agricultural Commissioner"). Except as provided in subsection B below, the Agricultural Commissioner is appointed by the Board of Supervisors and supervised by the County Administrative Officer, with terms and conditions of employment set forth in a contract of employment approved by the Board of Supervisors and applicable law.

B. Notwithstanding subsection A above, the Agricultural Commissioner is a position that may be shared among counties in accordance with all applicable law.

C. The Agricultural Commissioner shall be an employee of either Mono County or a partner neighboring county in accordance with the terms and conditions of an agreement between those counties and in accordance with all applicable law.

2.05.060 Veterans' Services Office

A. The Veterans' Services Office is managed under the direction of the Veterans' Services Officer. Except as provided in subsection B below, the Veterans' Services Officer is appointed by the Board of Supervisors and supervised by the County Administrative Officer, with terms and conditions of employment set forth in a contract of employment approved by the Board of Supervisors and applicable law.

B. Notwithstanding subsection A above, the Veterans' Services Officer is a position that may be shared among counties in accordance with all applicable law.

C. The Veteran's Services Officer shall be an employee of either Mono County or a partner neighboring county in accordance with the terms and conditions of an agreement between those counties and in accordance with all applicable law.

2.05.070 Probation Department

A. The Probation Department is managed under the direction of the Chief Probation Officer as established by Mono County Code Section 2.48.010. Except as provided in subsection C below, the Chief Probation Officer is appointed by and serves at the pleasure of the County Administrative Officer pursuant to Section 27770(b) of the California Government Code.

B. The terms and conditions of employment for the Chief Probation Officer are set forth in an employment contract and applicable policies approved by the Board of Supervisors.

C. Notwithstanding subsection A, if a Chief Probation Officer is employed pursuant to a contract governed by Section 27770(a) of the California Government Code which was executed prior to agreement between the Administrative Office of the Courts (AOC) and Mono County providing for sole employment and supervision of the Chief Probation Officer by the County, then the Chief Probation Officer shall instead be nominated and appointed by the Presiding Judge of the County pursuant to Section 27770(a) and the Presiding Judge may remove the Chief Probation Officer for good cause, until such an agreement is entered into between the County and the AOC.

2.05.080 – Farm Advisor

A. The Mono County Farm Advisor is a position created in partnership with the University of California Cooperative Extension program. This position leverages federal, state, and local funds to assist residents in matters related to agricultural production.

B. The Mono County Farm Advisor is a position that may be shared among counties in accordance with the terms and conditions of an agreement between those counties and in accordance with all applicable law.

C. The Farm Advisor shall be an employee of either Mono County or a partner neighboring county in accordance with the terms and conditions of an agreement between those counties and in accordance with all applicable law.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 5, 2024

Departments: County Administrative Office/Human Resources

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christine Bouchard, Assistant County
Administrative Officer

SUBJECT Resolution Establishing the County
Holiday of Juneteenth and Modifying
the Christmas Eve Holiday

AGENDA DESCRIPTION:

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

Proposed resolution establishing the County Holiday of Juneteenth (June 18) and modifying the method of implementing the County's existing Christmas Eve Holiday.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

No additional fiscal impact to the County's budget. The character of employee wages changes from regular pay to holiday pay.

CONTACT NAME: Christine Bouchard

PHONE/EMAIL: 7606164572 / cbouchard@co.mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

History

Time	Who	Approval
2/27/2024 8:58 AM	County Counsel	Yes
2/28/2024 2:52 PM	Finance	Yes

2/29/2024 8:29 AM

County Administrative Office

Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

To: Board of Supervisors

From: Christine Bouchard, Assistant County Administrator

Date: March 5, 2024

Re: Resolution Establishing Juneteenth Holiday and
Modifying Implementation of Christmas Eve Holiday

BOARD OF SUPERVISORS

CHAIR

John Peters / District 4

VICE CHAIR

Lynda Salcido / District 5

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Bob Gardner / District 3

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

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN

SERVICES

Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

Strategic Plan Focus Area(s) Met

A Thriving Economy Safe and Healthy Communities Mandated Function

Sustainable Public Lands Workforce & Operational Excellence

Discussion

As a part of the County's most recent labor negotiations with the Mono County Public Employees (MCPE) bargaining unit, the County agreed to recognize Juneteenth (June 18) as a County holiday and to modify the implementation of the Christmas Eve holiday to ensure that day would be a paid holiday regardless of the day of the week on which it falls.

The proposed resolution implements the County's agreement by amending the Mono County Personnel Rules and Management Benefits Policy as agreed. The changes would apply only to those employees who do not receive "Holiday Pay" as described in the Memoranda of Understanding applicable to the employee's bargaining unit.



R24-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
ESTABLISHING THE COUNTY HOLIDAY OF JUNETEENTH
AND MODIFYING THE METHOD OF IMPLEMENTING
THE COUNTY'S EXISTING CHRISTMAS EVE HOLIDAY**

WHEREAS, as a result of labor negotiations between the County and the Mono County Public Employees' bargaining unit (MCPE), the County agreed to recognize Juneteenth (June 18) as a County holiday and to modify the method of implementing the existing Christmas Eve holiday so that that day shall be a paid holiday regardless of when it falls; and

WHEREAS, Mono County's established County holidays are set forth in Section 210 of the Personnel Rules applicable to the County's employee bargaining units (the "Personnel Rules") and in the Management Benefits Policy applicable to at-will, management level employees; and

WHEREAS, subsection B of Section 210 provides that the Board of Supervisors may add, eliminate, or modify the designated holidays by resolution; the Management Benefits Policy may be similarly amended; and

WHEREAS, the Board of Supervisors now wishes to amend the Personnel Rules applicable to all bargaining units, and the Management Benefits Policy applicable to unrepresented at-will employees, to establish the holiday of June 18th ("Juneteenth"), and to modify the method of implementing the existing holiday of Christmas Eve to provide for a paid day off in every year for that day;

NOW, THEREFORE, the Board of Supervisors of the County of Mono hereby finds and resolves that:

SECTION ONE: The Mono County Personnel Rules applicable to all employee bargaining units shall be amended as set forth below:

A. Section 210.B.11 of the Mono County Personnel Rules is hereby amended to read as follows:

"11. The 24th Day of December, known as "Christmas Eve Day." If the 25th Day of December falls on a Saturday, Sunday, or Monday, then the Christmas Eve Day holiday will occur on the last working day preceding the Christmas Day holiday."

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B. Section 210.B.14, which currently reads “Every day appointed by the President or Governor for a public fast, Day of Thanksgiving, or holiday when such day applies to California Counties.” Shall be renumbered as section 210.B.15.

C. A new Section 210.B.14 is hereby added and shall read as follows:

“14. July 18th, known as “Juneteenth”.

SECTION TWO: The Mono County Management Benefits Policy, most recently adopted by Resolution R20-56, shall be amended as set forth below:

A. A new Article 12 shall be added which reads as follows:

“ARTICLE 12. HOLIDAYS

Covered employees shall be entitled to the same County holidays as provided to represented employees. In the event of a difference between the holidays provided to the County’s various bargaining units, covered employees shall be entitled to those holidays provided to any bargaining unit.

B. Existing Articles 12 and 13 shall be renumbered as Articles 13 and 14, respectively.

SECTION THREE: Certain employees receive Holiday Pay in lieu of paid days off on County holidays. Those employees shall continue to receive Holiday Pay as set forth in the applicable Memorandum of Understanding, rather than paid days off for established County holidays.

PASSED, APPROVED and ADOPTED this 5th day of March 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Peters, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 5, 2024

Departments: Health and Human Services Social Services

TIME REQUIRED 10 minutes

SUBJECT Terms and Conditions of Employment
for Krista Cooper as Adult Services
Manager

**PERSONS
APPEARING
BEFORE THE
BOARD**

Michelle Raust, Health and Human
Services Social Services Deputy
Director

AGENDA DESCRIPTION:

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

The Health and Human Services (HHS) Department wishes to employ Krista Cooper, MPA, as the HHS Adult Services Manager. Ms. Cooper has worked for Mono County as a Supervisor within the Social Services Department since 2016 and, in recent years, also as the county's Deputy Public Guardian. Staff is seeking approval of the Agreement Regarding Terms and Conditions of Employment for Krista Cooper as Health and Human Services Adult Services Manager for Mono County, an at-will position, at Range 14, Step C.

RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt proposed resolution approving Agreement Regarding Terms and Conditions of Employment for Krista Cooper as Health and Human Services Adult Services Manager for Mono County, an at-will position, at Range 14, Step C.

FISCAL IMPACT:

This item increases spending for the remainder of this fiscal year by \$3,330, of which \$2,521 is salary and \$809 is benefits. If this item is approved, the annual cost will be \$179,237, of which \$115,307 is salary and \$63,930 is benefits. The fiscal impact of this item is included in the Health and Human Services FY 2023-24 adopted budget.

CONTACT NAME: Michelle Raust

PHONE/EMAIL: 760-924-1758 / mraust@mono.ca.gov

SEND COPIES TO:

Michelle Raust, HHS Deputy Director; Cathy Young, HHS
Staff Services Analyst; Kathryn Peterson, HHS Director;
Stephanie Butters, HHS Fiscal and Administrative Officer

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[Resolution](#)

[Agreement re Terms and Conditions of Employment](#)

[Staff Report](#)

History

Time	Who	Approval
2/27/2024 11:10 AM	County Counsel	Yes
2/26/2024 4:37 PM	Finance	Yes
2/28/2024 8:58 AM	County Administrative Office	Yes



RESOLUTION NO. R24-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF EMPLOYMENT OF KRISTA COOPER**

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 Krista Cooper, 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 Krista Coopeer. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 5th day of March, 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 KRISTA COOPER
AS ADULT SERVICES MANAGER IN THE DEPARTMENT OF HEALTH AND
HUMAN SERVICES FOR MONO COUNTY**

This Agreement is entered into by and between Krista Cooper and the County of Mono (hereinafter “County”).

I. RECITALS

Krista Cooper (hereinafter “Ms. Cooper”) is currently employed by County as its Social Worker Supervisor II in County’s department of Health and Human Services. The County now wishes to employ Ms. Cooper in the at-will position Adult Services Manager for the Health and Human Services department, in accordance with the terms and conditions set forth in this Agreement. Ms. Cooper wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence March 5, 2024 (“Effective Date”) and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Ms. Cooper shall be employed by Mono County as its Adult Services Manager in the department of Health and Human Services, serving at the will and pleasure of the Health and Human Services Director (“HHS Director”). Ms. Cooper accepts such continued employment. The HHS Director shall be deemed the “appointing authority” for all purposes with respect to Ms. Cooper’s employment. The HHS Director and Ms. Cooper will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Cooper’s work. Ms. Cooper’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the HHS Director in accordance with the “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*”).
3. Ms. Cooper’s salary shall be Range 14, Step C as set forth in the “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” (Resolution R24-007 adopted on January 9, 2024, hereinafter the “*Salary Matrix*”) and shall thereafter be modified as provided in the Management Compensation Policy and the Salary Matrix, and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Ms. Cooper understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with

respect to her employment for the County 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).

5. Ms. Cooper shall continue to earn and accrue vacation and sick leave in accordance with the "Policy Regarding Benefits of Management-level Officers and Employees," updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the "**Management Benefits Policy**") and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2024 to reflect Ms. Cooper's March 5, 2024 start date. Ms. Cooper understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost. Consistent with Ms. Cooper's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Cooper may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Cooper's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Cooper's full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the HHS Director.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Cooper shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Cooper's employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Cooper understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Cooper cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall

provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Cooper's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the "at will" nature of Ms. Cooper's employment, the HHS Director may terminate Ms. Cooper's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Cooper understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Ms. Cooper's employment.
10. In the event of a termination without cause under paragraph 9, Ms. Cooper shall receive as severance pay a lump sum equal to six (6) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Cooper shall not be entitled to any severance pay in the event that the HHS Director has grounds to discipline her on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Cooper shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Cooper 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. Cooper shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Cooper, and shall supersede and replace any and all prior agreements or understandings regarding Ms. Cooper's employment.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent

to alter in any way the fundamental statutory (non-contractual) nature of Ms. Cooper'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. Cooper'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. Cooper 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. Cooper is convicted of a crime involving abuse of office or position.

14. Ms. Cooper acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Cooper further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

15. 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 5th day of March, 2024.

EMPLOYEE

THE COUNTY OF MONO

Krista Cooper

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



DEPARTMENT OF HEALTH AND HUMAN SERVICES
County of Mono
PO Box 2969
Mammoth Lakes, California, 93546

To: Mono County Board of Supervisors
From: Michelle Raust, Health and Human Services Deputy Director
Date: March 5, 2024
Re: Agreement Regarding Terms and Conditions of Employment of Krista Cooper, MPA, as Adult Services Manager of Health and Human Services

The Health and Human Services Department conducted an open recruitment for the position of Health and Human Services Adult Services Manager. Krista Cooper was selected out of a pool of candidates as the top candidate. We now seek approval from the Board of Supervisors for an agreement regarding the terms and conditions of Ms. Cooper's employment so that she may serve as the HHS Adult Services Manager.

Krista Cooper, MPA, has served as Supervisor for both Child and Adult Services within the Mono County Department of Social Services since 2016. Krista holds a Master's degree in Public Administration and is certified through the California PA/PG/PC Association and serves as a Deputy Public Guardian for Mono County. Krista has a diverse set of skills and experience in several programs including Adult Protective Services (APS), Public Guardian/Administrator services, Senior Services, Resource Family Approvals (RFA) related to foster care, In-Home Supportive Services (IHSS), and Child Protective Services (CPS).

In this new role, Ms. Cooper will work closely with agency leadership to develop agencywide policies and priorities, and will be responsible for overseeing various functions within the department for the continuity and effective delivery of health and human services to the public, specifically in the area of Adult services.

ATTACHMENTS

At-Will contract with Krista Cooper; Resolution #24-xxx



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 5, 2024

TIME REQUIRED 10 minutes

SUBJECT Mono County Jail Facility - Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Paul Roten, Public Works Director

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
2/26/2024 5:56 PM	County Counsel	Yes
2/26/2024 4:38 PM	Finance	Yes
2/28/2024 8:53 AM	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: March 5, 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

March 5, 2024





Mono County Jail Update

~~■ Hazardous Material Removal~~

■ **Site Preparation**

■ Present work tasks

■ Project Schedule

■ Next steps

Design update



Looking East

Design update



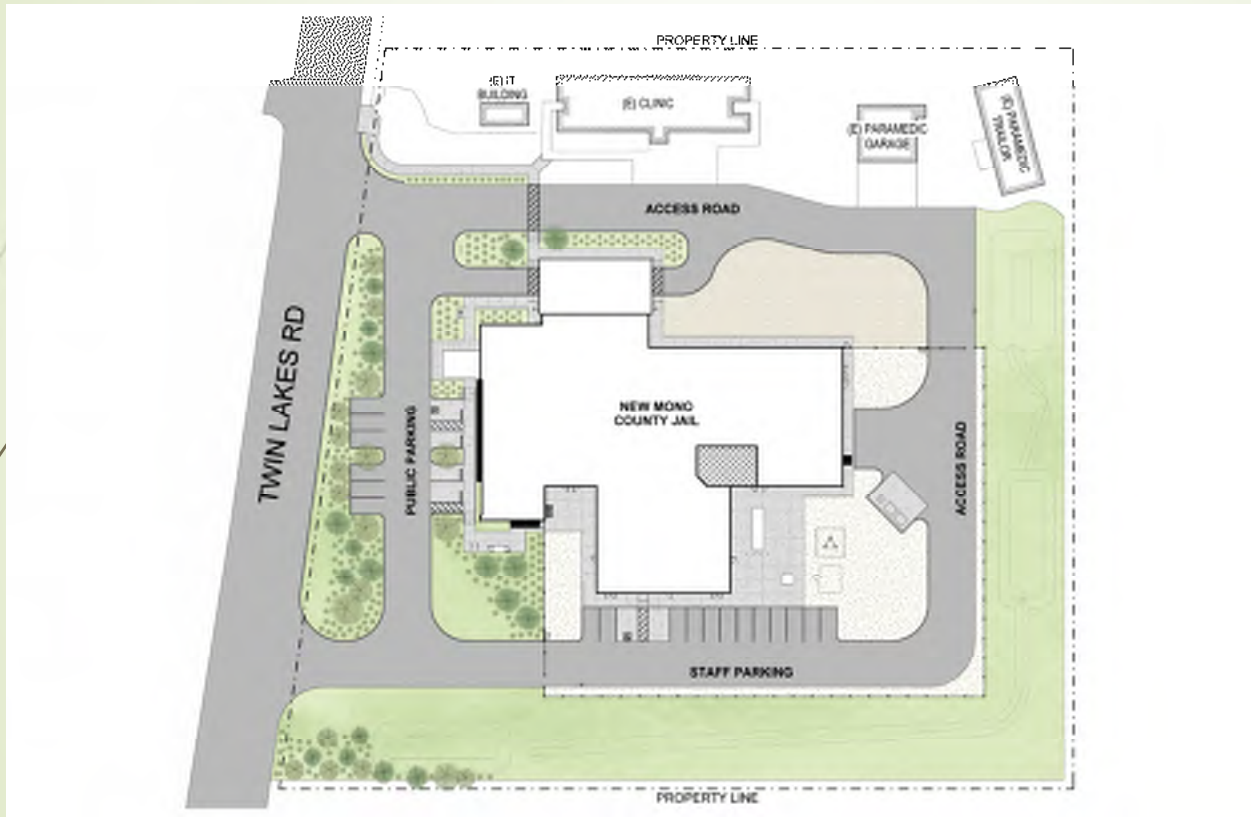
Looking Northeast

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

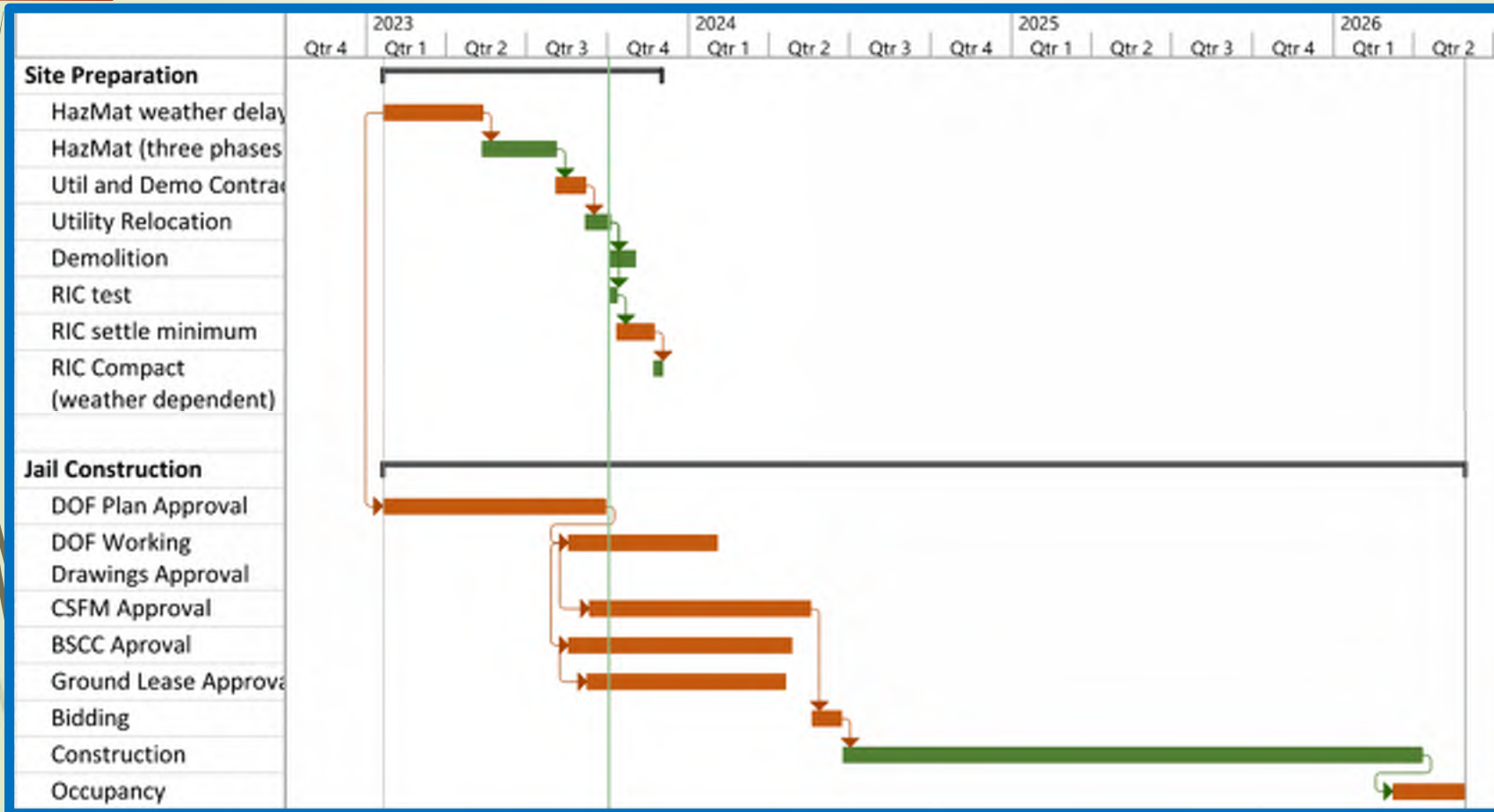
- ~~Project Establishment~~
- ~~Preliminary Plans (Design Development)~~
- ~~Construction Documents~~
- **Ground Lease and Agreements**
- **Authorization to Bid**
- Bid Tabulation and Approval
- Issuance of Notice to Proceed
- Construction and Closeout



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

Mono County Jail Schedule





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 March 5, 2024

Departments: CAO, Finance

TIME REQUIRED 30 minutes

SUBJECT 2024-25 Budget Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christine Bouchard, Assistant County
Administrative Officer; Janet Dutcher,
Finance Director; Megan Chapman,
Budget Officer

AGENDA DESCRIPTION:

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

The 2024-25 Budget development is in progress with annual Budget Kickoff tomorrow, March 6. Budget Workshop is scheduled for May 16th. We will be producing a Preliminary Budget for adoption on June 18th. The Preliminary will be modified with updated local and state revenues as well as any new policy level decisions for a Public Hearing on August 8. The Final Budget will be modified based on the public hearing and brought back for adoption on September 17.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Megan Chapman

PHONE/EMAIL: 760-924-1836 / mchapman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[FY 2024-25 Budget Process](#)

History

Time	Who	Approval
2/26/2024 5:55 PM	County Counsel	Yes
2/26/2024 4:53 PM	Finance	Yes

2/28/2024 10:55 AM

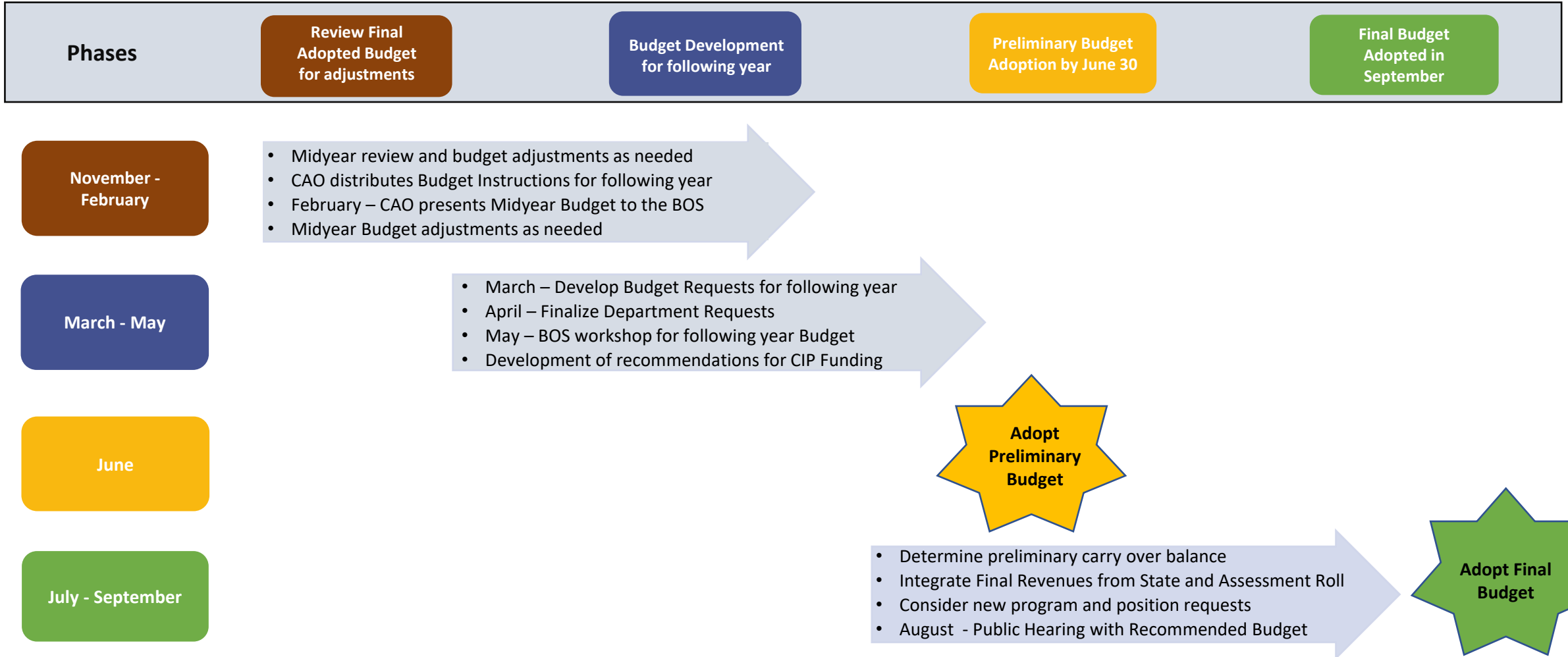
County Administrative Office

Yes



Annual Budget

Budget Development Process and Timeline





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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 5, 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, and Christine Bouchard. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
1/26/2024 9:22 AM	County Counsel	Yes
11/2/2023 8:14 AM	Finance	Yes
2/14/2024 4:47 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 5, 2024

TIME REQUIRED

SUBJECT Closed Session - Anticipated
 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 – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

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
2/26/2024 6:03 PM	County Counsel	Yes
2/26/2024 4:54 PM	Finance	Yes
2/28/2024 8:08 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 5, 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. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono v. KR Property et al. Mono County Superior Court Case number: CV200081

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
2/26/2024 6:03 PM	County Counsel	Yes
2/28/2024 3:49 PM	Finance	Yes
2/29/2024 8:38 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 5, 2024

TIME REQUIRED

SUBJECT Closed Session – Real Property
 Negotiation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATOR. Government Code section 54956.8. Property Address: 264 Highway 182, Bridgeport, CA. County Negotiator: Mary Booher. Negotiating Parties: Garth Moore and Mono County. Under Negotiation: Price, terms and conditions.

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
2/26/2024 6:04 PM	County Counsel	Yes
2/28/2024 3:50 PM	Finance	Yes
2/29/2024 8:38 AM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

 Print

MEETING DATE March 5, 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
2/26/2024 6:02 PM	County Counsel	Yes
2/7/2024 8:23 AM	Finance	Yes
2/28/2024 8:08 AM	County Administrative Office	Yes