



# AGENDA

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

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

### Regular Meeting November 2, 2021

---

#### TELECONFERENCE INFORMATION

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

Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting  
[http://monocounty.granicus.com/MediaPlayer.php?publish\\_id=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a](http://monocounty.granicus.com/MediaPlayer.php?publish_id=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a)

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

Visit <https://monocounty.zoom.us/j/92713199721>

Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 927 1319 9721.

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

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

Dial (669) 900-6833, then enter Zoom Webinar ID 927 1319 9721.

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

**NOTE:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5530 or [bos@mono.ca.gov](mailto:bos@mono.ca.gov). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517) and online at <http://monocounty.ca.gov/bos>. Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board and online.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

Opportunity for the public to address the Board on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICER**

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

**4. DEPARTMENT/COMMISSION REPORTS**

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

**5. CONSENT AGENDA**

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

**A. Board Minutes**

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meetings in September 2021.

**Recommended Action:**

- 1) Approve the Board Minutes from the Regular Meeting on September 14, 2021.
- 2) Approve the Board Minutes from the Regular Meeting on September 21, 2021.

**Fiscal Impact:** None.

**B. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 9/30/2021.

**Recommended Action:** Approve the Treasury Transaction Report for the month ending 9/30/2021.

**Fiscal Impact:** None

**C. Quarterly Investment Report**

Departments: Finance

Investment Report for the Quarter ending 9/30/2021.

**Recommended Action:** Approve the Investment Report for the Quarter ending 9/30/2021.

**Fiscal Impact:** None

**D. Behavioral Health Department Allocation List Change**

Departments: Behavioral Health

Proposed resolution Authorizing the County Administrative Officer to Amend the County of Mono List of Allocated Positions to Remove One 1.0 FTE Quality Assurance Coordinator and Add One 1.0 FTE Quality Assurance Coordinator III in the Department of Behavioral Health.

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

**Fiscal Impact:** The salary range of the removed QA Coordinator position is \$61,839 - \$75,165. The salary range for the QA Coordinator III is \$77,228 - \$93,871. In the short-term, the change in salary will be covered by salary savings, as this position has been vacant since early June 2021. Long-term, MCBH plans to make an adjustment through the mid-year budget process to sustain the position.

**E. Immunization Local Assistance Grant Increase in Appropriations Request**

Departments: Public Health

Request appropriations increase in the amount of \$543,799, funded with new grant revenues to support the public health response to COVID-19 (requires 4/5ths vote approval).

**Recommended Action:** Approve increasing appropriations in the amount of \$543,799, funded with new grant revenues to support the public health response to COVID-19 (requires 4/5ths vote approval).

**Fiscal Impact:** There is no impact to the County General Fund. \$543,799 in additional anticipated expenditures for the 2021-2022 fiscal year paid for with \$543,799 in new grant revenues.

**F. Southern Mono Healthcare District Agreement for Inmate Medical Services**

Departments: Sheriff

Agreement between the Mono County Sheriff's Department and the Southern Mono Healthcare District for Inmate Medical Services. The agreement establishes description of services by the District, obligations for inmate security, compensation, and fees.

**Recommended Action:** Approve County entry into proposed contract and authorize Chair execute said contract on behalf of the County.

**Fiscal Impact:** There is no additional fiscal impact related to executing this agreement. Mono County continues to be responsible for inmate health care services by law.

**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. National Association of Counties' (NACo) 2021-2022 Committee Appointments**

Letters from National Association of Counties (NACo) to Board of Supervisors regarding appointments as members of the Environment, Energy and Land Use Steering Committee, Community, Economic and Workforce Development Steering Committee, Resilient Counties Advisory Board, Rural Action Caucus (RAC), and Human Services and Education Steering Committee.

**7. REGULAR AGENDA - MORNING**

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

Departments: CAO, Public Health  
30 minutes

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

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

**Fiscal Impact:** None.

**B. Office of Emergency Services**

Departments: County Administrative Officer  
30 Minutes

(Robert C. Lawton, County Administrative Officer) - Provide direction to staff regarding establishment of full time Emergency Operations Manager and Emergency Operations Planner positions and migration of Emergency Operations responsibilities from the Sheriff's Office to the County Administrator's Office.

**Recommended Action:** 1) Adopt a proposed Resolution authorizing the County Administrative Officer to amend the County of Mono Position Allocation List, adding 1.0 FTE Emergency Operations Manager, and 1.0 FTE Emergency Operations Planner.

2) Direct staff to prepare for Board consideration amendments to Mono County Code Chapter 2.60 – EMERGENCY SERVICES which would move the Office of Emergency Services (OES) from within the Mono County Sheriff’s Office to within the County Administrative Office.

3) Direct staff to work with the Sheriff’s Office in developing an implementation and transition plan for the realignment of OES responsibilities.

4) Direct the County Administrator to procure resources for a coordinated review of Mono County policies, procedures and local ordinances related to Emergency Services with findings and recommendations to be presented to the Disaster Council and Board of Supervisors.

5) Direct staff to return to the Board with a detailed financing plan for the Office and positions prior to submission of the Mid Year Budget.

**Fiscal Impact:** Full implementation of the recommended action's personnel costs would range from \$236,532 to \$278,734 to be paid for by a combination of funds from the following sources: Homeland Security Grant funds; Emergency Management Performance Grant funds; American Rescue Plan Act funds; and County General Funds

**C. Second Amendment to Agreement with Municipal Resources Group (MRG)**

Departments: CAO

10 minutes

(Robert C. Lawton, CAO) - Proposed second amendment to contract with Municipal Resources Group (MRG) to authorize the provision of services in support of the County's human resources division.

**Recommended Action:** Approve County entry into proposed contract and authorize the County Administrative Officer to execute said contract on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:** The existing contract with Municipal Resources Group has a contract limit of \$52,000. The proposed amendment would add \$50,000 to the existing agreement, for a total not-to-exceed amount of \$102,000.

**D. Resolution Authorizing Virtual Meetings under AB 361**

Departments: County Counsel

10 minutes

(Stacey Simon, County Counsel) - Proposed resolution authorizing remote teleconference meetings for the period of November 2, 2021 through December 2, 2021, pursuant to AB 361.

**Recommended Action:** Adopt proposed resolution. Provide any desired

direction to staff.

**Fiscal Impact:** None.

**E. Broadband Service Quality and Customer Service**

Departments: County Counsel

10 minutes

(Stacey Simon, County Counsel) - Joint Representation and Cooperation Agreement with Inyo, Placer, and Nevada Counties, and the Towns of Mammoth Lakes and Truckee to engage in cooperative efforts to improve the customer service and service quality standards for voice over internet protocol (VOIP) and broadband services, and related legal representation agreement.

**Recommended Action:** Approve County entry into proposed contracts and authorize the County Counsel to execute said contracts on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:** Mono County is responsible for 1/6th the actual cost of outside attorneys, consultants, experts, and other personnel retained pursuant to the cooperative agreement to act collectively for the group. There is a \$20,000 (approximately \$3,500 per agency) decision threshold which, if reached, would provide an opportunity for the County to determine whether it should continue to participate with the other agencies.

**8. 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.

**9. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Anne Frievalt, and Ryan Roe. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

**THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.**

**10. 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.

**11. REGULAR AGENDA - AFTERNOON**

**A. PUBLIC HEARING: Redistricting Second Review of Alternative Maps**

Departments: Board of Supervisors

Public Hearing: 1:00 PM

(Robert C. Lawton, CAO, Nate Greenberg, IT Director) - The primary goal of this Public Hearing will be to review proposals submitted to date and look for 'themes' which logically group proposals into categories making it easier to interpret alternatives for the new districts.

**Recommended Action:** Conduct Public Hearing. Provide any desired direction to staff.

**Fiscal Impact:** None.

**B. Ordinance Rescinding Chapter 2.08 of the Mono County Code Pertaining to Supervisorial Districts**

Departments: County Counsel

5 minutes

(Christian Milovich, Assistant County Counsel) - Proposed ordinance rescinding Chapter 2.08 of the Mono County Code pertaining to supervisorial districts in anticipation and preparation of the adoption of new supervisorial district boundaries pursuant to Elections Code section 21500. Rescission of the current boundaries will not occur until the date the Board adopts the final boundary map.

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

**Fiscal Impact:** None.

**12. 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** November 2, 2021

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Approval of the Board Minutes from the Regular Meetings in September 2021.

### RECOMMENDED ACTION:

- 1) Approve the Board Minutes from the Regular Meeting on September 14, 2021.
- 2) Approve the Board Minutes from the Regular Meeting on September 21, 2021.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Queenie Barnard

**PHONE/EMAIL:** 7609325534 / qbarnard@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">DRAFT September 14, 2021 Minutes</a>
<a href="#">DRAFT September 21, 2021 Minutes</a>

### History

Time	Who	Approval
10/26/2021 5:36 PM	County Counsel	Yes
10/26/2021 9:48 AM	Finance	Yes

10/29/2021 12:31 AM

County Administrative Office

Yes



**DRAFT MEETING MINUTES  
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  
September 14, 2021**

<b>Backup Recording</b>	<b>Zoom</b>
<b>Minute Orders</b>	<b>M21-199 – M21-203</b>
<b>Resolutions</b>	<b>R21-65</b>
<b>Ordinance</b>	<b>ORD21-10</b>

9:00 AM Meeting Called to Order by Chair Kreitz.

*Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (all attended via teleconference).*

*Supervisors Absent: None.*

The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by Supervisor Corless.

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

None.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

**Bob Lawton, CAO:**

- Meeting on combined use of certain public rights of way for ATVs and other off-road vehicles
- Received Region 9 COVID-19 briefing from California Public Health

**Note:**

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

- Appointed to NACo Finance, Pensions, and Intergovernmental Affairs Steering Committee
- ESSRP meeting

#### 4. DEPARTMENT/COMMISSION REPORTS

**Gordon Greene, Veteran Services Officer:**

- Obtained accreditation through the Veterans Administration
- Background investigation through the VA, will obtain access to VA database
- Currently have four pending claims in Mono County

**Stacey Simon, County Counsel:**

- Working towards contract with Inyo County for the VSO services

#### 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. Reappointment to First 5 Mono County Children and Families Commission

Departments: First 5, sponsored by Supervisor Gardner

Request for Board of Supervisors to reappoint Dr. Kristin Collins to the First 5 Mono County Children and Families Commission.

**Action:** Re-Appoint Dr. Kristin Collins to the Mono County Children and Families Commission to serve a subsequent three-year term commencing September 12, 2021 and expiring September 13, 2024.

**Corless motion. Peters seconded.**

**Vote: 5 yes, 0 no**

**M21-199**

##### B. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 7/31/2021.

**Action:** Approve the Treasury Transaction Report for the month ending 7/31/2021.

**Corless motion. Peters seconded.**

**Vote: 5 yes, 0 no**

**M21-200**

**Note:**

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

**C. Ordinance Amending Mono County Code Section 3.04.030 Pertaining to Purchases Made by Department Heads**

Departments: County Counsel; CAO; Finance

Proposed ordinance amending section 3.04.030 of the Mono County Code to authorize assistant purchasing agents (i.e., department heads) to purchase services, supplies and equipment in amounts not to exceed \$25,000 per purchase.

**Action:** Adopt proposed ordinance amending Mono County Code Section 3.04.030 pertaining to purchases made by Department Heads.

**Corless motion. Peters seconded.**

**Vote: 5 yes, 0 no**

**ORD21-10**

**D. Memorandum of Understanding Between Mono County and the Bureau of Land Management for Recreation Support Activities**

Departments: Public Works

Proposed MOU between Mono County and the Bureau of Land Management (BLM), relating to joint Sustainable Recreation efforts on BLM lands.

**Action:** Approve the Memorandum of Understanding (MOU) between Mono County and the Bureau of Land Management and authorize the CAO to execute said MOU on behalf of the County. Additionally, provide authorization for the Public Works Director to approve minor amendments and/or revisions to the MOU that do not substantively modify its terms, with approval as to form by County Counsel.

**Corless motion. Peters seconded.**

**Vote: 5 yes, 0 no**

**M21-201**

**6. CORRESPONDENCE RECEIVED**

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

*The Board acknowledged receipt of the correspondence.*

**A. Letter from Simpson Family and Employees of Bridgeport Shell**

**Note:**

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

### **Station Recognizing County Employee Donald Starks**

A letter from the Simpson family and employees of Bridgeport Shell Station recognizing and thanking County employee, Donald Starks, for his quick action to extinguish a fire at the Station.

### **B. Request for Party Status and Opening Comments of the County of Mono to California Public Utilities Commission (CPUC) Order Instituting Rulemaking 20-09-001**

Request for Party Status and Opening Comments of the County of Mono to California Public Utilities Commission (CPUC) Order Instituting Rulemaking 20-09-001 Regarding Broadband Infrastructure Deployment and to Support Service Providers in the State of California.

**Action:** The request for party status and comments were submitted pursuant to the County's Legislative Platform and Resolution R21-17 ("Resolution Providing Direction for the Use and Implementation of the County's Legislative Platform"), and are provided here for full Board review.

**Supervisor Peters:**

- Thanked everybody who pulled together an excellent document to formally allow us to be part of this process

## **7. REGULAR AGENDA - MORNING**

### **A. Introduction of Waste Connections' Sustainability Coordinator Kendra Knight**

Departments: Board of Supervisors, sponsored by Supervisor Corless (Kendra Knight, Waste Connections-Mammoth Disposal Sustainability Coordinator) - Introduction of Waste Connections-Mammoth Disposal Sustainability Coordinator Kendra Knight.

**Action:** None.

**Kendra Knight, Waste Connections-Mammoth Disposal Sustainability Coordinator:**

- CalRecycle's AB 341 mandate of commercial recycling
- CalRecycle's SB 1383 mandate and Mono County

### **B. Eastern Sierra Climate and Communities Resilience Project Update**

Departments: Board of Supervisors, sponsored by Supervisors Corless and Gardner

(Janet Hatfield, Eastern Sierra Project Manager) - Presentation by Janet Hatfield of Plumas Corporation on the Eastern Sierra Climate and Communities Resilience Project.

**Action:** None.

**Note:**

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

**Janet Hatfield, Eastern Sierra Project Manager:**

- Project purpose = wildfire resilience
- ESCCRP goals

Moved to Item 7D.

**C. 30-day Review of Campfire Ordinance Prohibiting Open Fires on Private Property and County-Operated Campgrounds in Unincorporated Mono County**

Departments: CAO

The Board has requested that the Ordinance prohibiting open fires on private property and County-operated campgrounds within unincorporated Mono County (Ord. 21-08), adopted as an urgency measure on August 17th, be reviewed every thirty days for consideration of continuing need.

**Action:** Board reviewed and determined that there is a continuing need to prohibit open fires on private property and in County-operated campgrounds.

**Ingrid Braun, Sheriff:**

- Recommend continuing ordinance

Moved to Item 7E.

**D. PUBLIC HEARING: Community Development Block Grant**

Departments: Finance

(Megan Mahaffey, Accountant III, Molly DesBaillets, First 5 Executive Director) - The 2017 CDBG award funded a child care program in partnership with Mono County First 5 and Eastern Sierra Unified School District. This award was able to fund a Child Care program in Bridgeport and Benton for the 2018-2019 and 2019-2020 school year as well as Bridgeport in 2020-2021.

**Action:** None.

*Public Hearing Opened: 10:22 AM*

**Megan Mahaffey, Accountant III:**

- Introduced item

**Molly DesBaillets, First 5 Executive Director:**

- Presented CDBG child care accomplishments

**Janet Dutcher, Finance Director:**

- Social equity

**Note:**

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

*Public Hearing Closed: 10:51 AM*

*Break: 10:51 AM*  
*Reconvened: 11:01 AM*

Moved to Item 7C.

## **E. COVID-19 (Coronavirus) Update**

Departments: CAO, Public Health

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

**Action:** None.

### **Bob Lawton, CAO:**

- Expressed thanks to Public Health Director Wheeler and staff for work throughout the pandemic

### **Bryan Wheeler, Public Health Director:**

- PPT presentation (can be found under Supporting Documents on the meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-127> – recent metrics, data delay, Mammoth Hospital status, federal vaccine mandate, school status, limited state resources and increased testing, addressing misinformation, booster shots for select group/general population, vaccine and testing schedule
- Pediatric cases
- Breakthrough cases
- Incentive program

## **F. Mountain View Fire Update and Review of Emergency Declarations**

Departments: Mountain View Fire Emergency Operations Center

(Justin Nalder, EOC Director) - Review of continuing need for Board of Supervisor's November 17, 2020, Declaration of Local Emergency of and Mono County Health Officer's November 19, 2020, Declaration of Local Health Emergency for the Mountain View Fire.

**Action:** Find that there is a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

**Peters motion. Gardner seconded.**

**Vote: 5 yes, 0 no**

**M21-202**

### **Justin Nalder, EOC Director:**

- State has completed assistance for MVF remediation
- Nine properties that opted out of state program or did not qualify still need to be

### **Note:**

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

- cleaned up
- Recommendation to continue local emergency and health emergency

**Janet Dutcher, Finance Director:**

- Potential financial obligation for the County

**Supervisor Peters:**

- Letter to Borgeas and Bigelow and copy the appropriate entities (CalOES, Governor's office)
- Requested clarity on what happens to a property that is not attended to by the owner

**G. Amendment to Conway Ranch Grazing Lease to Extend Grazing Season until October 9**

Departments: Public Works

(Justin Nalder, Solid Waste Superintendent) - Proposed amendment to the Conway Ranch Grazing Lease with Hunewill Land and Cattle Company, Inc. pertaining to grazing of cattle on Conway Ranch, extending the grazing season for the 2021 calendar year from September 15 until October 9.

**Action:**

1. Find that the County's entry into an amended lease agreement for the extension of seasonal grazing of cattle on Conway Ranch in the Mono Basin from September 15 to October 9, related land and water uses, and the minor construction/reconstruction of fences, is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Class 1: Existing Facilities).
2. Approve County entry into Agreement and First Amendment to Conway Ranch Grazing Lease to extend the 2021 grazing season until October 9.

**Gardner motion. Kreitz seconded.**

**Vote: 5 yes, 0 no**

**M21-203**

**Justin Nalder, Solid Waste Superintendent:**

- Presented item

**Public Comment:**

- Kay Ogden

**H. Resolution Making PERS Findings to Hire Retired Annuitant Rebecca Buccowich**

Departments: Finance, Human Resources

(Janet Dutcher, Finance Director; Ryan Roe, Acting Human Resources Director) - Proposed Resolution Providing Necessary Certifications for

**Note:**

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

Exception to 180-Day Wait Period Under Government Code Sections 7522.56 & 21224 for Limited Term, Part-Time Employment of PERS Retiree Rebecca Buccowich as a Fiscal Technical Specialist IV in the Finance Department.

**Action:** Adopt proposed resolution making PERS findings to hire retired annuitant Rebecca Buccowich.

**Gardner motion. Corless seconded.**

**Vote: 5 yes, 0 no**

**R21-65**

**Janet Dutcher, Finance Director;**

- Reviewed need in the Finance department

**8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

None.

Moved to Item 12.

**9. CLOSED SESSION**

*Closed Session: 12:15 PM*

*Reconvened: 1:00 PM*

No action to report out of Closed Session.

**A. Closed Session - Labor Negotiations**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

**B. Closed Session - Initiation of 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.

**THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.**

**Note:**

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

**10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

None.

**11. REGULAR AGENDA - AFTERNOON**

**A. PUBLIC HEARING: 2021 Redistricting Communities of Interest**

Departments: CAO, Board of Supervisors

Public Hearing: 1:00 PM

(Robert C. Lawton, CAO) - Focused work on collecting input on Communities of Interest. A Community of Interest is a population that shares common social or economic interests, including formally recognized communities or neighborhoods or portions of a community, that should be included within a single supervisorial district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates. Where possible, it is generally desirable to keep these geographic areas grouped together so that they may be represented by the same supervisor.

The work done in this meeting will be to capture the general boundaries of these geographies on a map so that they may be reviewed and used by individuals proposing supervisor districts in future steps of the process.

**Action:** Conduct public hearing.

*Public Hearing Opened: 1:09 PM*

**Bob Lawton, CAO:**

- Reviewed process and timeline

**Nate Greenberg, IT Director:**

- Capacity to capture input from public and Board regarding Communities of Interest
- Walked through the Redistricting website and tool

**Public Comment:**

- Fred Stump – 2011 tour of communities that allowed each community to send representatives to talk to a committee, County staff assistance to Supervisors, Benton Tribe

**Supervisor Corless:**

- Suggestion for a more formal presentation or standalone video reviewing the basics of Redistricting

**Chair Kreitz:**

- Outreach flyers in Spanish

**Christy Milovich, Assistant County Counsel:**

- Reviewed outreach to date

**Note:**

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

*Public Hearing Closed: 2:07 PM*

## 12. BOARD MEMBER REPORTS

### **Supervisor Corless:**

- 8/18 - RCRC Board of Directors meeting, formation of Golden State Connect JPA, formation of a wildfire-focused ad hoc, other highlights here: [https://www.rcrcnet.org/sites/default/files/useruploads/Meetings/Board\\_of\\_Directors/2021/August\\_18\\_2021/BoardMeeting\\_Highlights\\_August\\_18\\_2021\\_FINAL.pdf](https://www.rcrcnet.org/sites/default/files/useruploads/Meetings/Board_of_Directors/2021/August_18_2021/BoardMeeting_Highlights_August_18_2021_FINAL.pdf)
- 9/13 - Eastern Sierra Sustainable Recreation Partnership meeting

### **Supervisor Duggan:**

- 09/08/21– NACO Policy Steering Committee Meeting – Environment, Energy, and Land Use –I participated in my first Steering Committee meeting via zoom. The Air Subcommittee hosted a sobering presentation on PFOA and PFOS – the “forever” chemicals that are of great environmental and health concern. These are still federally unregulated chemicals, and the EPA has only provided guidelines for their use. Some states and counties are trying to hold the polluter companies responsible for cleaning up PFAS from drinking water sources. Even today, firefighting foam containing PFAS that’s supposed to be for petroleum fires is still being used on wildfires. Bipartisan support in Congress is growing for more oversight to be included in the Safe Drinking Water Act.
- 9/9/21 – Owens Valley Groundwater Authority – I participated in the Owens Valley Groundwater Authority meeting last Thursday. We received an update on the Tri-Valley Groundwater Users Survey and were assured by OVGA staff the outstanding comments would be compiled in time to be included in the final GSP. The final draft of the GSP will be released to public for review and comment on 9/15 on the OVGA website. There has been a lot of public comment taken already on the various versions of the GSP, and all of those will be recorded as an appendix to the Plan. The Board also requested that the opening summary of the GSP reflect the extensive input from the public and how the OVGA staff weighed their findings against the public feedback. The next meeting is scheduled for November unless staff request a special meeting in October. Stay tuned.
- 9/10/21 – NACO Broadband – Congressional Briefing – I attended the presentation by the NACo Broadband Task Force. Once again, it was a clear, concise, and actionable presentation that identified the needs and solutions to bringing connectivity to everyone throughout the country. Our own Supervisor Peters brought the message home with importance and urgency of getting this solved now.
- I engaged in District 2 Constituent work with road construction issues, water use, highway safety, USFS access. Thanks again to our Mono County staff and our agency partners for the quick responses and information.

### **Supervisor Gardner:**

- Last Wednesday I participated in the Mono Basin RPAC meeting. Topics discussed at the meeting included the Inyo National Forest closure with comments by Stephanie Heller, our new Mono Basin District Ranger, the status of the RPAC Housing Subcommittee, the status of the SCE work at the Lee Vining substation, and an update on grazing at Conway Ranch.
- On Friday the 10th I participated in a meeting of Recreate Responsibly, which is a group of non-profits, public agencies, and corporations that formed last year during the COVID pandemic to advocate for more responsible recreation

### **Note:**

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

practices by tourists across the country. The meeting included updates about initiatives from various parts of the nation, information about grant programs, and updates from several public lands agencies.

- Yesterday I participated with Supervisor Corless in the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. Topics discussed included the status of grant proposals for various initiatives and updates from each of the participants.

**Chair Kreitz:**

- After our September 7th meeting I attended the CCRH Legislative Committee meeting. Concerns about CDLAC's proposed new rule on the allocation of private activity bonds associated with the 4% LIHTC. The proposal would allocate bonds to developments within regions and within each region, those developments with the greatest gap between fair market rents (FMR) and subsidized rents would be allocated the 4% LIHTC. There are areas within regions that have a wide berth of FMR, such as Riverside and Tulare county, where Tulare County developments would not be able to compete against Riversides since their FMR are so much higher.
- Wednesday, September 8th I participated in the monthly MLH Board meeting. We received an update on the Access Apartments project - progress is being made on the fundraising and development of the project, including approximately \$700,000 in possible value engineering. The Board approved a letter to the Mono County Grand Jury on their findings in their Workforce Housing Crisis report. MLH legal counsel does not agree with the finding that there is a conflict of interest with the Town Council member and the Board of Supervisor representatives participating in contracts with their respective jurisdictions.
- Also on Wednesday was the NACo Community, Economic, Workforce Development Committee meeting. We received a briefing from Arthur Jemison on HUD ARP funds for homelessness. I requested that he recognize that homelessness does not look like homelessness in urban areas and to align funding to the various regional needs.
- Later Wednesday, I attended the State Rental Assistance Program Advisory Committee meeting. As of today, 64 applications for Mono County residents have been received by the state totally a requested roughly \$454,000 with 21 of those households funded approximately \$166,000.
- Last meeting of Wednesday was with MLH Program and Development Committee, MLH staff and HCD to review a few questions on the Access Apartment HOME application before it goes before the HCD Internal Loan Review Committee. It was a great meeting with some weaknesses in the HCD universal application highlighted for those applications without LIHTC.
- Friday, September 10th I participated in the regular CCRH Board meeting. The first two hours were focused on the JEDI work the Board and staff started about a year ago.

**Supervisor Peters:**

- On Friday, participated in the NACo Congressional Briefing
- WIR Public Lands monthly meeting – impactful presentation to heighten awareness about federal legislation about changing names of inappropriate, insensitive, derogatory named roads, areas, historical sites
- ATV/UTV Annual Jamboree was successful with more riders than they had anticipated
- Humboldt Toiyabe Bridgeport Ranger District has also been actively patrolling and out with visitors in developed campgrounds, making sure people are not staying overnight in dispersed camping areas or building campfires.

**Note:**

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

Moved to Item 9.

**ADJOURNED AT 2:08 PM.**

**ATTEST**

---

**JENNIFER KREITZ  
CHAIR OF THE BOARD**

---

**QUEENIE BARNARD  
ASSISTANT CLERK OF THE BOARD**



**DRAFT MEETING MINUTES  
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: Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Mammoth Lakes, CA 93546

**Regular Meeting  
September 21, 2021**

<b>Backup Recording</b>	<b>Zoom</b>
<b>Minute Orders</b>	<b>M21-204 – M21-205</b>
<b>Resolutions</b>	<b>R21-66 – R21-67</b>
<b>Ordinance</b>	<b>ORD21-11 Not Used</b>

9:03 AM Meeting Called to Order by Chair Kreitz.

*Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (all attended via teleconference).*

*Supervisors Absent: None.*

**The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.**

Pledge of Allegiance led by Supervisor Duggan.

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

None.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

**Bob Lawton, CAO:**

- Participated in Multiagency Coordination group for COVID
- Met with Sheriff's office, Finance, and Public Works regarding Bridgeport Jail Project
- Site visit to Toiyabe Health Clinic with Public Works Director to receive input on

**Note:**

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

- facility topics and issues to be addressed
- Met with Kathy Peterson, Nate Greenberg, Robert Bendorf, and Sheriff Braun to discuss Emergency Management functions at County – expect to come to Board of Supervisors with proposal to provide full time ongoing services in anticipation of natural and man-made disasters
- Work in support of County’s grant application for County Fire Coordinator

#### **4. DEPARTMENT/COMMISSION REPORTS**

**Janet Dutcher, Finance Director:**

- Critical vacancy in office
- External audits

#### **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. First Amended Memorandum of Understanding for Proposed Permanent Supportive Housing Project**

Departments: Behavioral Health

Proposed First Amended Memorandum of Understanding (MOU) among Mono County; Pacific West Communities, Inc.; Mammoth Lakes Pacific Associates; and Buckingham Property Management for Proposed Permanent Supportive Housing Project in Mammoth Lakes, to extend the deadline for the project owner to execute a Mental Health Services Act (MHSA) Loan Agreement with Mono County by six months (from October 1, 2021 until April 1, 2022).

**Action:**

- 1) Approve, and authorize Behavioral Health Director to sign, First Amended MOU;
- 2) Authorize Behavioral Health Director to approve and execute future amendments to the First Amended MOU to extend deadlines or accommodate necessary changes in timing or process that are consistent with the overall intent of the MOU and approved as to form by County Counsel.

**Peters motion. Gardner seconded.**

**Vote: 5 yes, 0 no**

**M21-204**

##### **B. County of Mono FY 2021-2024 Performance Contract**

Departments: Behavioral Health

Proposed contract with California Department of Health Care Services pertaining to updated performance requirements related to service

**Note:**

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

provision, the Mental Health Services Act, and other regulations related to funding through DHCS.

**Action:** Approve County entry into proposed contract and authorize the Behavioral Health Director to execute said contract on behalf of the County.

**Peters motion. Gardner seconded.**

**Vote: 5 yes, 0 no**

**M21-205**

## **6. CORRESPONDENCE RECEIVED**

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

*The Board acknowledged receipt of the correspondence.*

### **A. Letter from Jeff Hansen Regarding the Housing Shortage in Mono County**

A letter from Mono County resident Jeff Hansen concerning the housing shortage in Mono County and suggested remedies.

## **7. REGULAR AGENDA - MORNING**

### **A. Housing Programs Progress Report**

Departments: Community Development

(Bentley Regehr, Planning Analyst) - A status update on housing programs, including those listed in the 2019-2027 Housing Element.

**Action:** None.

**Wendy Sugimura, Community Development Director:**

- Introduced item
- June Housing Authority Meeting – commitment from staff to provide quarterly reporting on housing programs
- Discussion of potential policy items that could be worked on by the County

**Bentley Regehr, Planning Analyst:**

- Walked through housing policy programs and Housing Elements status

*Break: 10:28 AM*

*Reconvened: 10:36 AM*

### **B. Bridgeport Valley Regional Planning Advisory Committee (RPAC) Community Survey Report**

**Note:**

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

Departments: Bridgeport Valley RPAC

(Jimmy Little, Bridgeport Valley RPAC Chair) - Report from Bridgeport Valley RPAC regarding Community Survey.

**Action:** None.

**Jimmy Little, Bridgeport Valley RPAC Chair:**

- Reviewed Bridgeport RPAC Community Survey results

### **C. COVID-19 (Coronavirus) Update**

Departments: CAO, Public Health

(Robert C. Lawton, CAO; Bryan Wheeler, Public Health Director; Stacey Simon, County Counsel) - Update on Countywide response and planning related to the COVID-19 pandemic. Presentation regarding AB 361 and AB 369 extending certain Brown Act modifications implemented by Executive Order for the duration of the declared COVID emergency and discussion and direction to staff regarding how upcoming County meetings should be structured.

**Action:** None.

**Bryan Wheeler, Public Health Director**

- PPT presentation (can be found under Supporting Documents on the meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-128> – recent metrics, post vaccination infections, Mammoth Hospital status, federal vaccine mandate, MUSD update, booster shots for select group/general population, vaccine and testing schedule
- Testing in Chalfant area to be scheduled
- Vaccines for 0-5
- Tests being performed are only being conducted for COVID-19
- 18 days vs 10 days recommended by CDC

**Supervisor Gardner:**

- Received comments from constituents expressing appreciation for Public Health staff and their work

**Supervisor Corless:**

- Echo Supervisor Gardner, thank you to Bryan and Public Health staff

**Stacey Simon, County Counsel:**

- Reviewed recent legislation related to how meetings are conducted, AB 361

**Bob Lawton, CAO:**

- Recommendation that the Board consider directing staff that we move to virtual meetings

All Supervisors supported staff recommendation to move to virtual meetings.

**Note:**

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

**D. Golden State Connect Joint Exercise of Powers Agreement**

Departments: Board of Supervisors

(Supervisor Corless) - Proposed resolution approving and authorizing the Chair to execute the Golden State Connect Authority (GSCA) Joint Exercise of Powers Agreement, a project of Rural County Representatives of California (RCRC), to increase access to reliable, affordable high-speed broadband for all rural Californians.

**Action:** Adopt proposed resolution approving and authorizing the Chair to execute the Golden State Connect Authority (GSCA) Joint Exercise of Powers Agreement.

**Peters motion. Corless seconded.**

**Vote: 5 yes, 0 no**

**M21-66**

**Supervisor Corless:**

- Looking to address broadband deficiencies and to help member counties bridge the digital divide

**E. Employment Agreement - County Clerk / Recorder / Registrar of Voters / Clerk of the Board of Supervisors**

Departments: CAO

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with Scheereen Dedman as County Clerk / Recorder / Registrar of Voters / Clerk of the Board of Supervisors, and prescribing the compensation, appointment and conditions of said employment.

**Action:** Announce Fiscal Impact. Approve Resolution R21-67, approving a contract with Scheereen Dedman as County Clerk / Recorder / Registrar of Voters / Clerk of the Board of Supervisors, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The cost for an entire fiscal year would be \$135,687 of which \$109,762 is salary and \$25,925 is the cost of benefits, and was included in the approved budget.

**Peters motion. Gardner seconded.**

**Vote: 5 yes, 0 no**

**M21-67**

**Bob Lawton, CAO:**

- Presented item

**Note:**

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

**8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

None.

**9. CLOSED SESSION**

*Closed Session: 12:05 PM*

*Reconvened: 1:03 PM*

*Re-entered Closed Session: 2:28 PM*

*Reconvened: 3:17 PM*

No action to report out of Closed Session.

**A. Closed Session - Labor Negotiations**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

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

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

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

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

**THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.**

**10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

None.

**11. REGULAR AGENDA - AFTERNOON**

**A. PUBLIC HEARING: 2021 Redistricting Communities of Interest**

Departments: CAO, Board of Supervisors

Public Hearing: 1:00 PM

**Note:**

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

(Robert C. Lawton, CAO) - Focused work on collecting input on Communities of Interest. Communities of Interest are areas, including formally recognized communities or neighborhoods or portions of a community, which have common characteristics or interests. Where possible, it is generally desirable to keep these geographic areas grouped together so that they may be represented by the same supervisor.

The work done in this meeting will be to capture the general boundaries of these geographies on a map so that they may be reviewed and used by individuals proposing supervisor districts in future steps of the process.

**Action:** Conduct public hearing.

*Public Hearing Opened: 1:04 PM*

**Bob Lawton, CAO:**

- Introduced item
- Develop presentation for public, hold Community Conversation

**Supervisor Corless:**

- Looking for a presentation reviewing the basics of Redistricting

**Christy Milovich, Assistant County Counsel:**

- Defined Community of Interest

**Scheereen Dedman, Clerk-Recorder-Registrar:**

- Reviewed outreach to date

**Supervisor Peters:**

- Encourage going all out on outreach

**Supervisor Gardner:**

- Communicate and engage

**Nate Greenberg, IT Director:**

- Reviewed Redistricting website

**Public Comment:**

- None

*Public Hearing Closed: 2:15 PM*

## 12. BOARD MEMBER REPORTS

**Supervisor Corless:**

- 9/14 - CA Fire Chiefs' Association meeting, focused on working with insurers to develop risk mitigation, address insurance crisis.
- 9/15 - CA Wildfire and Forest Resilience Task Force executive committee meeting, planning future meetings
- 9/16 - Great Basin Unified Air Pollution Control District--presentation on wildfire smoke impacts within the district, better than last year, much worse than historic levels. Thank you to air district staff for this information!

**Note:**

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

[https://gbuapcd.org/Docs/District/GoverningBoard/BoardMeetings/2021/09\\_16\\_2021/20210916\\_BoardPacketUpdateItem4.pdf](https://gbuapcd.org/Docs/District/GoverningBoard/BoardMeetings/2021/09_16_2021/20210916_BoardPacketUpdateItem4.pdf)

**Supervisor Duggan:**

- On the 15<sup>th</sup>, I participated in the NACo Waters of US Regulation Update – this is pending the federal legislation to further define navigable waters in the United States
- On the 16<sup>th</sup>, I participated in the special meeting of the Great Basin Unified Air Pollution Control District along with Supervisor Corless and one of the items that we looked at as particular interest was the effect of the Owens Dry Lake air quality and how many times in the last year it has exceeded the acceptable levels.
- Over the weekend, worked with Alpine County Supervisor – feedback and experiences on COVID actions within local government

**Supervisor Gardner:**

- Last Wednesday, Sept. 15 I participated in the monthly meeting of the Mono Basin Fire Safe Council. Topics discussed included the continued distribution of fire prevention flyers around the Mono Basin, alternative locations for the fire truck banner, continued patrols of Lundy Canyon for illegal campfires, and possible coordination with BLM and the USFS on maintenance of fuel break areas.
- On Thursday, Sept. 16 I participated in the quarterly meeting of the Mono County First 5 Commission. Topics discussed at the meeting included approval of several increased revenue and expenditure contracts, the status of efforts to increase childcare in Mammoth and the County, and updates on each of the Commission's early childhood programs.

**Chair Kreitz:**

- September 15th, I participated in the MLH Fundraising Committee meeting for the Access Apartments. A kick off event is scheduled for October 16th at 3PM at 238 Sierra Manor Road. There will be music and food and more information about the project at the event. Please join us and spread the word. Everyone is invited.
- That afternoon, I attended the Town Council meeting. The Council approved a 7% increase in all housing mitigation fees and approved a consulting contract for a revised nexus study to be completed in the next twelve months.
- Friday, September 17th I attended the Access Apartment weekly Project committee meeting.

**Supervisor Peters:**

- On the 14<sup>th</sup>, I attended the Bridgeport RPAC, there was healthy discussion about potential ATV/UTV access to Bridgeport.
- On the 16<sup>th</sup>, I attended the NACo West Region meeting where there was discussion about the bipartisan infrastructure bill, reconciliation bill update, interesting demonstration of the NACo explorer map and the data that can be accessed there is a wealth of information.
- Attended Liberty Utility PSPS briefing – potential PSPS event that was going to happen Sunday. Liberty did a good job pulling together different entities and explained the process.
- On the 17<sup>th</sup>, attended another Liberty Utility briefing
- Also attended NACo Rural Action Caucus – general introduction of members and overview of the WIR Caucus general session

Moved to Item 9.

**Note:**

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

**ADJOURNED AT 3:17 PM.**

**ATTEST**

---

**JENNIFER KREITZ  
CHAIR OF THE BOARD**

---

**QUEENIE BARNARD  
ASSISTANT CLERK OF THE BOARD**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 2, 2021

**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 9/30/2021.

---

### RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 9/30/2021.

---

### 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 9/30/2021](#)

---

### History

Time	Who	Approval
10/20/2021 12:10 PM	County Counsel	Yes
10/15/2021 2:18 PM	Finance	Yes
10/29/2021 12:31 AM	County Administrative Office	Yes



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2021, End Date: 9/30/2021

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
<b>Buy Transactions</b>									
Buy	9/10/2021	649447VN6	249,000.00	New York Community Bank 0.7 9/10/2024	100.00	249,000.00	0.00	0.70	249,000.00
Buy	9/14/2021	46632FSH9	500,000.00	JP Morgan Chase Bank 1 9/14/2026-23	100.00	500,000.00	0.00	1.00	500,000.00
Buy	9/23/2021	9523472G6	485,000.00	West Contra Costa USD 2.077 8/1/2026	104.99	509,220.90	1,455.05	1.02	510,675.95
Buy	9/29/2021	70962LAS1	249,000.00	Pentagon Federal Credit Union 0.9 9/29/2026	100.00	249,000.00	0.00	0.90	249,000.00
Buy	9/30/2021	912828YG9	1,000,000.00	T-Note 1.625 9/30/2026	103.17	1,031,679.68	0.00	0.97	1,031,679.68
<b>Subtotal</b>			<b>2,483,000.00</b>			<b>2,538,900.58</b>	<b>1,455.05</b>		<b>2,540,355.63</b>
Deposit	9/30/2021	OAKVALLEY0670	1,120.04	Oak Valley Bank Cash	100.00	1,120.04	0.00	0.00	1,120.04
Deposit	9/30/2021	OAKVALLEY0670	13,110,333.74	Oak Valley Bank Cash	100.00	13,110,333.74	0.00	0.00	13,110,333.74
<b>Subtotal</b>			<b>13,111,453.78</b>			<b>13,111,453.78</b>	<b>0.00</b>		<b>13,111,453.78</b>
<b>Total Buy Transactions</b>			<b>15,594,453.78</b>			<b>15,650,354.36</b>	<b>1,455.05</b>		<b>15,651,809.41</b>
<b>Sell Transactions</b>									
Called	9/30/2021	3130ALR55	1,000,000.00	FHLB 1 12/30/2025-21	0.00	1,000,000.00	0.00	0.00	1,000,000.00
<b>Subtotal</b>			<b>1,000,000.00</b>			<b>1,000,000.00</b>	<b>0.00</b>		<b>1,000,000.00</b>
Withdraw	9/9/2021	LAIF6000Q	1,500,000.00	Local Agency Investment Fund LGIP	0.00	1,500,000.00	0.00	0.00	1,500,000.00
Withdraw	9/14/2021	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	9/23/2021	LAIF6000Q	2,500,000.00	Local Agency Investment Fund LGIP	0.00	2,500,000.00	0.00	0.00	2,500,000.00
Withdraw	9/30/2021	OAKVALLEY0670	14,238,128.44	Oak Valley Bank Cash	0.00	14,238,128.44	0.00	0.00	14,238,128.44
<b>Subtotal</b>			<b>19,238,128.44</b>			<b>19,238,128.44</b>	<b>0.00</b>		<b>19,238,128.44</b>
<b>Total Sell Transactions</b>			<b>20,238,128.44</b>			<b>20,238,128.44</b>	<b>0.00</b>		<b>20,238,128.44</b>
<b>Interest/Dividends</b>									
Interest	9/1/2021	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	549.85	0.00	549.85
Interest	9/1/2021	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	391.24	0.00	391.24
Interest	9/1/2021	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	395.36	0.00	395.36
Interest	9/1/2021	155751CU2	0.00	Central Valley Support Services Joint Powers Agenc		0.00	16,163.55	0.00	16,163.55
Interest	9/1/2021	91435LAB3	0.00	University of Iowa Community Credit Union 3 4/28/2		0.00	624.25	0.00	624.25



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2021, End Date: 9/30/2021

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	9/1/2021	752147HJ0	0.00	Rancho Santiago Community College GO 0.734 9/2/202		0.00	1,835.00	0.00	1,835.00
Interest	9/1/2021	499724AD4	0.00	Knox TVA Employee Credit Union 3.25 8/30/2023		0.00	676.27	0.00	676.27
Interest	9/1/2021	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	380.66	0.00	380.66
Interest	9/2/2021	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	285.50	0.00	285.50
Interest	9/5/2021	32117BCX4	0.00	First National Bank Dama 2.8 5/5/2023		0.00	592.14	0.00	592.14
Interest	9/7/2021	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	348.94	0.00	348.94
Interest	9/7/2021	359899AE1	0.00	Fulton Bank 2.85 3/7/2023		0.00	3,519.95	0.00	3,519.95
Interest	9/8/2021	29367SJQ8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	9/8/2021	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	9/9/2021	313380GJ0	0.00	FHLB 2 9/9/2022		0.00	10,000.00	0.00	10,000.00
Interest	9/9/2021	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	729.60	0.00	729.60
Interest	9/9/2021	05580ALT9	0.00	BMW Bank North America 2.7 3/9/2022		0.00	3,334.69	0.00	3,334.69
Interest	9/10/2021	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	740.18	0.00	740.18
Interest	9/10/2021	59013JZP7	0.00	Merrick Bank 2.05 8/10/2022		0.00	426.57	0.00	426.57
Interest	9/11/2021	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	148.04	0.00	148.04
Interest	9/12/2021	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	549.85	0.00	549.85
Interest	9/13/2021	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	623.86	0.00	623.86
Interest	9/13/2021	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	602.72	0.00	602.72
Interest	9/13/2021	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	422.96	0.00	422.96
Interest	9/14/2021	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	9/14/2021	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	9/14/2021	45581EAR2	0.00	Industrial and Commercial Bank of China USA, NA 2.		0.00	551.42	0.00	551.42
Interest	9/15/2021	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	719.03	0.00	719.03
Interest	9/15/2021	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	602.72	0.00	602.72
Interest	9/15/2021	91159HHC7	0.00	US Bancorp 3 3/15/2022-22		0.00	7,500.00	0.00	7,500.00
Interest	9/15/2021	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	634.44	0.00	634.44



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2021, End Date: 9/30/2021

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	9/15/2021	62384RAF3	0.00	Mountain America Federal Credit Union 3 3/27/2023		0.00	624.25	0.00	624.25
Interest	9/16/2021	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	422.96	0.00	422.96
Interest	9/16/2021	33640VCF3	0.00	First Service Bank 3.3 5/16/2023		0.00	697.88	0.00	697.88
Interest	9/17/2021	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	549.85	0.00	549.85
Interest	9/17/2021	50116CBE8	0.00	KS Statebank Manhattan KS 2.1 5/17/2022		0.00	436.97	0.00	436.97
Interest	9/18/2021	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	243.20	0.00	243.20
Interest	9/18/2021	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	9/18/2021	22766ABN4	0.00	Crossfirst Bank 2.05 8/18/2022		0.00	426.57	0.00	426.57
Interest	9/18/2021	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	9/19/2021	560507AJ4	0.00	Maine Savings Federal Credit Union 3.3 5/19/2023		0.00	697.88	0.00	697.88
Interest	9/19/2021	310567AB8	0.00	Farmers State Bank 2.35 9/19/2022		0.00	488.99	0.00	488.99
Interest	9/20/2021	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	740.18	0.00	740.18
Interest	9/20/2021	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	602.72	0.00	602.72
Interest	9/20/2021	89236TFN0	0.00	Toyota Motor Credit Corp 3.45 9/20/2023- 18		0.00	8,625.00	0.00	8,625.00
Interest	9/21/2021	52248LAA4	0.00	Lebanon Federal Credit Union 3.2 9/21/2023		0.00	3,952.22	0.00	3,952.22
Interest	9/22/2021	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	602.72	0.00	602.72
Interest	9/22/2021	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	592.14	0.00	592.14
Interest	9/23/2021	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	433.53	0.00	433.53
Interest	9/23/2021	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	412.38	0.00	412.38
Interest	9/24/2021	03753XBD1	0.00	Apex Bank 3.1 8/24/2023		0.00	645.05	0.00	645.05
Interest	9/24/2021	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	729.60	0.00	729.60
Interest	9/24/2021	3130ALN34	0.00	FHLB 0.7 3/24/2025-21		0.00	3,500.00	0.00	3,500.00
Interest	9/25/2021	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	370.09	0.00	370.09
Interest	9/25/2021	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	634.44	0.00	634.44
Interest	9/25/2021	330459BY3	0.00	FNB BANK INC 2 2/25/2022		0.00	416.16	0.00	416.16



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2021, End Date: 9/30/2021

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	9/26/2021	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	105.74	0.00	105.74
Interest	9/26/2021	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	539.27	0.00	539.27
Interest	9/26/2021	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	348.94	0.00	348.94
Interest	9/26/2021	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	549.85	0.00	549.85
Interest	9/27/2021	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	592.14	0.00	592.14
Interest	9/27/2021	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	222.05	0.00	222.05
Interest	9/27/2021	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	232.63	0.00	232.63
Interest	9/28/2021	080515CH0	0.00	Belmont Savings Bank 2.7 2/28/2023		0.00	561.82	0.00	561.82
Interest	9/28/2021	06062R4E9	0.00	Bank of Baroda New York 3.3 9/28/2023		0.00	4,075.73	0.00	4,075.73
Interest	9/28/2021	59828PCA6	0.00	Midwest Bank of West IL 3.3 8/29/2022		0.00	697.88	0.00	697.88
Interest	9/29/2021	01748DAX4	0.00	ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022		0.00	447.38	0.00	447.38
Interest	9/29/2021	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	179.76	0.00	179.76
Interest	9/30/2021	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	409.32	0.00	409.32
Interest	9/30/2021	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	235.36	0.00	235.36
Interest	9/30/2021	3130ALR55	0.00	FHLB 1 12/30/2025-21		0.00	5,000.00	0.00	5,000.00
Interest	9/30/2021	29278TCP3	0.00	Enerbank USA 3.2 8/30/2023		0.00	665.86	0.00	665.86
Interest	9/30/2021	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	695.84	0.00	695.84
Interest	9/30/2021	06426KAM0	0.00	Bank of New England 3.2 7/31/2023		0.00	649.64	0.00	649.64
Interest	9/30/2021	98138MAB6	0.00	Workers Credit Union 2.55 5/31/2022		0.00	530.61	0.00	530.61
Interest	9/30/2021	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,120.04	0.00	1,120.04
<b>Subtotal</b>			<b>0.00</b>			<b>0.00</b>	<b>100,252.81</b>		<b>100,252.81</b>
<b>Total Interest/Dividends</b>			<b>0.00</b>			<b>0.00</b>	<b>100,252.81</b>		<b>100,252.81</b>



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 2, 2021

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT** Quarterly Investment Report

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Investment Report for the Quarter ending 9/30/2021.

---

### RECOMMENDED ACTION:

Approve the Investment Report for the Quarter ending 9/30/2021.

---

### 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

[Investment Report for the Quarter ending 9/30/2021](#)

---

### History

Time	Who	Approval
10/20/2021 12:10 PM	County Counsel	Yes
10/26/2021 10:53 AM	Finance	Yes
10/29/2021 12:32 AM	County Administrative Office	Yes



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

---

Gerald A. Frank, CGIP  
Assistant Finance Director  
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM, MPA  
Finance Director

Kimberly Bunn  
Assistant Finance Director  
Auditor-Controller

P.O. Box 495  
Bridgeport, California 93517  
(760) 932-5480  
Fax (760) 932-5481

P.O. Box 556  
Bridgeport, California 93517  
(760) 932-5490  
Fax (760) 932-5491

**Date:** November 2, 2021  
**To:** Honorable Board of Supervisors  
Treasury Oversight Committee  
Treasury Pool Participants  
**From:** Gerald Frank  
**Subject:** Quarterly Investment Report

The Treasury Pool investment report for the quarter ended September 30, 2021 is attached pursuant to Government Code §53646(b) and includes the following reports:

- **Portfolio Holdings by Security Sector** - includes, among other information, the type of investment, issuer, date of maturity, par value, dollar amount invested in all securities and market value as calculated by Union Bank, in accordance with Government Code §53646(b)(1).
- **Distribution by Asset Category – Market Value** – Provides a graphic to make it easy to see the asset allocation by type of security.
- **Distribution by Maturity Range – Face Value** – Provides a bar graph to see the maturities of the various investments and gives the reader a sense of the liquidity of the portfolio.
- **Treasury Cash Balances as of the Last Day of the Most Recent 14 Months** – Shows growth in the current mix of cash and investments when compared to prior months and particularly the same time last year. Additionally, the section at the bottom shows maturity by month for all non-same day investments.
- **Mono County Treasury Pool Quarterly Yield Comparison** – Shows, at a glance, the county pool performance in comparison to two-year US Treasuries and the California Local Agency Investment Fund (LAIF).
- **Mono County Treasury Pool Participants** – Provides a graphic to make it easy to see the types of pool participants.

The County also has monetary assets held outside the County Treasury including:

- The Sheriff’s Department has two accounts: The Civil Trust Account and the Sheriff’s Revolving Fund. The balances in these accounts as of September 30, 2021 were \$32,092 and \$3,573 respectively.
- Mono County’s OPEB (Other Post Employment Benefit) trust fund with PARS had a balance of \$28,369,493 as of September 30, 2021. This is an irrevocable trust to mitigate the liability for the County’s obligation to pay for retiree health benefits.

The Treasury was in compliance with the Mono County Investment Policy on September 30, 2021.

Weighted Average Maturity (WAM) as of September 30, 2021 was 657 days.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investments are presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter, on a cost basis, the portfolio totaled \$125,795,159 and the market value was \$127,183,383 (calculated by Union Bank) or 101.1% of cost. Market value does not include accrued interest, which was \$343,184 on the last day of the quarter.

Investment Pool earnings are as shown below:

Quarter Ending	12/31/2020	3/31/2021	6/30/2021	9/30/2021
Average Daily Balance	144,649,715	150,218,863	152,222,665	131,503,694
Earned Interest (including accruals)	475,919	440,483	414,496	403,161.34
Earned Interest Rate	1.3089%	1.1892%	1.0922%	1.2163%
Number of Days in Quarter	92	90	91	92
Interest Received (net of amortized costs)	479,404	439,255	397,976	397,227
Administration Costs	\$11,804	\$17,089	\$11,558	\$12,550
Net Interest for Apportionment	\$467,600	\$422,166	\$386,418	\$384,677



## Mono County Portfolio Holdings by Security Sector As of September 30, 2021

Description	CUSIP/Ticker	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
<b>Cash</b>												
Oak Valley Bank Cash	OAKVALLEY0670	2/28/2009	5,811,668.66	5,811,668.66	5,811,668.66	0.27	0.27	N/A	1	None		4.64
<b>Sub Total / Average Cash</b>			<b>5,811,668.66</b>	<b>5,811,668.66</b>	<b>5,811,668.66</b>	<b>0.271</b>	<b>0.271</b>		<b>1</b>		<b>0.00</b>	<b>4.64</b>
<b>Local Government Investment Pools</b>												
Local Agency Investment Fund LGIP	LAIF6000Q	7/1/2014	36,514,401.13	36,514,401.13	36,514,401.13	0.21	0.21	N/A	1	NR		29.13
<b>Sub Total / Average Local Government Investment Pools</b>			<b>36,514,401.13</b>	<b>36,514,401.13</b>	<b>36,514,401.13</b>	<b>0.206</b>	<b>0.206</b>		<b>1</b>		<b>0.00</b>	<b>29.13</b>
<b>CD Negotiable</b>												
Abacus Federal Savings Bank 1.75 10/18/2024	00257TBJ4	10/18/2019	249,000.00	249,000.00	257,231.94	1.750	1.750	10/18/2024	1,114	None	143.26	0.20
ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022	01748DAX4	9/29/2017	245,000.00	245,000.00	249,990.65	2.150	2.150	9/29/2022	364	None	14.43	0.20
Ally Bank 1.9 8/22/2022	02007GLF8	9/18/2019	245,932.96	247,000.00	251,028.57	1.900	2.053	8/22/2022	326	None	501.44	0.20
American Express Bank, FSB 2.35 5/3/2022	02587CEM8	5/3/2017	245,000.00	245,000.00	248,292.80	2.350	2.350	5/3/2022	215	None	2,366.10	0.20
Apex Bank 3.1 8/24/2023	03753XBD1	8/24/2018	245,000.00	245,000.00	257,813.50	3.100	3.100	8/24/2023	693	None	124.85	0.20
Austin Telco FCU 1.8 2/28/2025	052392AA5	2/28/2020	249,000.00	249,000.00	257,109.93	1.800	1.800	2/28/2025	1,247	None	356.10	0.20
AXOS Bank 1.65 3/26/2025	05465DAE8	3/26/2020	249,000.00	249,000.00	257,164.71	1.650	1.650	3/26/2025	1,273	None	45.02	0.20
Bank Hapoolim B.M. 3.5 11/14/2023	06251AV31	11/14/2018	245,000.00	245,000.00	261,057.30	3.500	3.500	11/14/2023	775	None	3,265.55	0.20
Bank of Baroda New York 3.3 9/28/2023	06062R4E9	11/19/2018	243,652.50	245,000.00	259,308.00	3.300	3.423	9/28/2023	728	None	44.30	0.20
Bank of Botetourt 1.75 10/25/2024	063907AA7	10/25/2019	249,000.00	249,000.00	257,269.29	1.750	1.750	10/25/2024	1,121	None	59.69	0.20
Bank of Deerfield 2.85 2/15/2024	061785DY4	2/15/2019	249,000.00	249,000.00	262,981.35	2.850	2.850	2/15/2024	868	None	291.64	0.20
Bank of Delight 2.85 2/22/2024	061803AH5	2/22/2019	249,000.00	249,000.00	263,061.03	2.850	2.850	2/22/2024	875	None	155.54	0.20
Bank of New England 3.2 7/31/2023	06426KAM0	8/9/2018	247,000.00	247,000.00	260,016.90	3.200	3.200	7/31/2023	669	None	0.00	0.20
Belmont Savings Bank 2.7 2/28/2023	080515CH0	2/28/2018	245,000.00	245,000.00	253,582.35	2.700	2.700	2/28/2023	516	None	36.25	0.20
BENEFICIAL BANK 2.15 10/18/2022	08173QBX3	10/18/2017	245,000.00	245,000.00	250,218.50	2.150	2.150	10/18/2022	383	None	2,381.20	0.20
BMW Bank North America 2.7 3/9/2022	05580ALT9	3/9/2018	245,000.00	245,000.00	247,829.75	2.700	2.700	3/9/2022	160	None	380.59	0.20
Caldwell Bank & Trust Company 1.95 8/19/2024	128829AE8	8/19/2019	247,000.00	247,000.00	256,427.99	1.950	1.950	8/19/2024	1,054	None	554.23	0.20
Capital One Bank USA NA 2 8/21/2024	14042TCB1	8/30/2019	245,000.00	245,000.00	254,711.80	2.000	2.000	8/21/2024	1,056	None	536.99	0.20
CAPITAL ONE, NATIONAL ASSOCIATION 1.7 10/5/2021	14042RCQ2	10/5/2016	245,000.00	245,000.00	245,046.55	1.700	1.700	10/5/2021	5	None	2,031.15	0.20
Celtic Bank 1.35 4/2/2025	15118RUR6	4/2/2020	249,000.00	249,000.00	254,600.01	1.350	1.350	4/2/2025	1,280	None	257.87	0.20
Centerstate Bank 1 4/30/2025	15201QDK0	5/13/2020	248,000.00	248,000.00	250,556.88	1.000	1.000	4/30/2025	1,308	None	1,039.56	0.20
CF Bank 2 8/13/2024	15721UDA4	8/13/2019	249,000.00	249,000.00	258,825.54	2.000	2.000	8/13/2024	1,048	None	231.95	0.20
City National Bank of Metropolis 1.65 2/14/2025	17801GBX6	2/14/2020	249,000.00	249,000.00	256,987.92	1.650	1.650	2/14/2025	1,233	None	180.10	0.20
Commercial Bank Harrogate 3.4 11/15/2023	20143PDV9	11/15/2018	249,000.00	249,000.00	264,804.03	3.400	3.400	11/15/2023	776	None	347.92	0.20
Commercial Savings Bank 1.8 10/18/2024	202291AG5	10/18/2019	247,000.00	247,000.00	255,526.44	1.800	1.800	10/18/2024	1,114	None	2,009.84	0.20
Congressional Bank 2.1 7/24/2024	20726ABD9	7/24/2019	247,000.00	247,000.00	257,374.00	2.100	2.100	7/24/2024	1,028	None	966.35	0.20
Connex Credit Union 0.5 8/26/2024	208212AR1	8/26/2021	249,000.00	249,000.00	248,121.03	0.500	0.500	8/26/2024	1,061	None	13.64	0.20
Cornerstone Community Bank 2.6 5/17/2024	219240BY3	5/17/2019	249,000.00	249,000.00	262,368.81	2.600	2.600	5/17/2024	960	None	230.58	0.20
Country Bank New York 3 1/25/2024	22230PBY5	1/25/2019	249,000.00	249,000.00	263,613.81	3.000	3.000	1/25/2024	847	None	102.33	0.20
Crossfirst Bank 2.05 8/18/2022	22766ABN4	8/18/2017	245,000.00	245,000.00	249,238.50	2.050	2.050	8/18/2022	322	None	165.12	0.20
Delta National Bank and Trust 0.55 7/21/2025	24773RBW4	7/31/2020	249,000.00	249,000.00	247,311.78	0.550	0.550	7/21/2025	1,390	None	228.88	0.20
Direct Federal Credit Union 3.5 9/11/2023	25460FCF1	12/10/2018	249,000.00	249,000.00	264,216.39	3.500	3.500	9/11/2023	711	None	477.53	0.20
Dollar BK Fed Savings BK 2.9 4/13/2023	25665QAX3	4/13/2018	245,000.00	245,000.00	254,969.05	2.900	2.900	4/13/2023	560	None	3,309.18	0.20
Enerbank USA 3.2 8/30/2023	29278TCP3	8/31/2018	245,000.00	245,000.00	258,394.15	3.200	3.200	8/30/2023	699	None	0.00	0.20
Enterprise Bank & Trust 1.8 11/8/2024	29367SJK8	11/8/2019	249,000.00	249,000.00	257,717.49	1.800	1.800	11/8/2024	1,135	None	270.15	0.20
Evansville Teachers Federal Credit Union 2.6 6/12/2024	299547AQ2	6/12/2019	249,000.00	249,000.00	262,580.46	2.600	2.600	6/12/2024	986	None	514.37	0.20
Farmers State Bank 2.35 9/19/2022	310567AB8	1/19/2018	245,000.00	245,000.00	250,333.65	2.350	2.350	9/19/2022	354	None	173.51	0.20
First Bank of Highland 2.2 8/9/2022	319141HD2	8/9/2017	245,000.00	245,000.00	249,483.50	2.200	2.200	8/9/2022	313	None	767.89	0.20
First Jackson Bank 1.05 3/27/2025	32063KAV4	3/27/2020	247,790.04	249,000.00	252,015.39	1.050	1.150	3/27/2025	1,274	None	21.49	0.20
First Kentucky Bank Inc 2.55 4/26/2024	32065TAZ4	4/26/2019	249,000.00	249,000.00	261,865.83	2.550	2.550	4/26/2024	939	None	69.58	0.20
First Missouri State Bank 2.85 8/14/2023	32100LBY0	2/13/2019	246,000.00	246,000.00	257,606.28	2.850	2.850	8/14/2023	683	None	921.99	0.20
First National Bank Dama 2.8 5/5/2023	32117BCX4	3/5/2019	249,000.00	249,000.00	259,079.52	2.800	2.800	5/5/2023	582	None	477.53	0.20
First National Bank of McGregor 2.85 2/21/2024	32112UCW9	2/21/2019	249,000.00	249,000.00	263,051.07	2.850	2.850	2/21/2024	874	None	194.42	0.20
First National Bank of Michigan 1.65 2/14/2025	32114VBT3	2/14/2020	249,000.00	249,000.00	256,987.92	1.650	1.650	2/14/2025	1,233	None	180.10	0.20
First Premier Bank 2.05 8/22/2022	33610RQY2	8/22/2017	245,000.00	245,000.00	249,329.15	2.050	2.050	8/22/2022	326	None	550.41	0.20
First Service Bank 3.3 5/16/2023	33640VCF3	11/16/2018	249,000.00	249,000.00	249,348.60	3.300	3.300	5/16/2023	593	None	315.17	0.20



## Mono County Portfolio Holdings by Security Sector As of September 30, 2021

Description	CUSIP/Ticker	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Firstier Bank 1.95 8/23/2024	33766LAJ7	8/23/2019	249,000.00	249,000.00	258,504.33	1.950	1.950	8/23/2024	1,058	None	93.12	0.20
Flagstar Bank FSB 0.6 7/22/2025	33847E3W5	7/22/2020	249,000.00	249,000.00	247,774.92	0.600	0.600	7/22/2025	1,391	None	286.52	0.20
FNB BANK INC 2 2/25/2022	330459BY3	8/25/2017	245,000.00	245,000.00	246,874.25	2.000	2.000	2/25/2022	148	None	67.12	0.20
FNB Bank Inc/Romney 3 1/16/2024	30257JAM7	1/16/2019	249,000.00	249,000.00	263,967.39	3.000	3.000	1/16/2024	838	None	306.99	0.20
Fulton Bank 2.85 3/7/2023	359899AE1	3/7/2019	245,000.00	245,000.00	254,258.55	2.850	2.850	3/7/2023	523	None	439.99	0.20
Goldman Sachs Bank USA 0.85 7/28/2026	38149MWX7	7/28/2021	248,000.00	248,000.00	246,797.20	0.850	0.850	7/28/2026	1,762	None	369.62	0.20
Great Plains Bank 2.8 2/27/2024	39115UBE2	2/27/2019	249,000.00	249,000.00	262,819.50	2.800	2.800	2/27/2024	880	None	57.30	0.20
Haddon Savings Bank 0.35 10/20/2025	404730DA8	11/12/2020	247,179.71	249,000.00	244,896.48	0.350	0.486	10/20/2025	1,481	None	391.58	0.20
Healthcare Systems Federal Credit Union 3.2 1/18/2	42228LAC5	1/18/2019	245,000.00	245,000.00	254,628.50	3.200	3.200	1/18/2023	475	None	1,589.48	0.20
High Plains Bank 3 1/16/2024	42971GAA9	1/16/2019	245,000.00	245,000.00	259,285.95	3.000	3.000	1/16/2024	838	None	1,530.41	0.20
Home Savings Bank UT 2.85 2/12/2024	43733LBF3	2/12/2019	246,000.00	246,000.00	259,812.90	2.850	2.850	2/12/2024	865	None	941.20	0.20
Industrial and Commercial Bank of China USA, NA 2.	45581EAR2	2/14/2018	245,000.00	245,000.00	253,212.40	2.650	2.650	2/14/2023	502	None	284.60	0.20
Inspire Federal Credit Union 1.15 3/18/2025	457731AK3	3/18/2020	249,000.00	249,000.00	252,869.46	1.150	1.150	3/18/2025	1,265	None	94.14	0.20
Institution for Savings in Newburyport 0.85 7/29/2	45780PAX3	7/29/2021	249,000.00	249,000.00	247,782.39	0.850	0.850	7/29/2026	1,763	None	5.80	0.20
Jefferson Financial Credit Union 3.35 10/19/2023	474067AQ8	10/19/2018	245,000.00	245,000.00	259,871.50	3.350	3.350	10/19/2023	749	None	3,687.75	0.20
Kemba Financial Credit Union 1.75 10/18/2024	48836LAF9	10/18/2019	249,000.00	249,000.00	257,231.94	1.750	1.750	10/18/2024	1,114	None	143.26	0.20
Knox TVA Employee Credit Union 3.25 8/30/2023	499724AD4	8/30/2018	245,000.00	245,000.00	258,607.30	3.250	3.250	8/30/2023	699	None	632.64	0.20
KS Statebank Manhattan KS 2.1 5/17/2022	50116CBE8	11/17/2017	245,000.00	245,000.00	248,113.95	2.100	2.100	5/17/2022	229	None	183.25	0.20
Lafayette Federal Credit Union 3.5 11/20/2023	50625LAK9	11/20/2018	249,000.00	249,000.00	265,414.08	3.500	3.500	11/20/2023	781	None	238.77	0.20
LCA Bank Corporation 2.3 1/12/2022	501798LJ9	1/12/2018	245,000.00	245,000.00	246,555.75	2.300	2.300	1/12/2022	104	None	1,235.07	0.20
Lebanon Federal Credit Union 3.2 9/21/2023	52248LAA4	9/21/2018	245,000.00	245,000.00	258,712.65	3.200	3.200	9/21/2023	721	None	193.32	0.20
Live Oak Banking Company 1.85 1/20/2025	538036HP2	1/24/2020	249,000.00	249,000.00	258,514.29	1.850	1.850	1/20/2025	1,208	None	366.00	0.20
Maine Savings Federal Credit Union 3.3 5/19/2023	560507AJ4	10/19/2018	249,000.00	249,000.00	261,318.03	3.300	3.300	5/19/2023	596	None	247.64	0.20
Mainstreet Bank 2.6 4/26/2024	56065GAG3	4/26/2019	249,000.00	249,000.00	262,182.06	2.600	2.600	4/26/2024	939	None	70.95	0.20
MEDALLION BANK 2.15 10/11/2022	58404DAP6	10/11/2017	245,000.00	245,000.00	250,135.20	2.150	2.150	10/11/2022	376	None	2,496.65	0.20
Merrick Bank 2.05 8/10/2022	59013JZP7	8/10/2017	245,000.00	245,000.00	249,140.50	2.050	2.050	8/10/2022	314	None	275.21	0.20
Michigan Legacy Credit Union 3.45 11/9/2023	59452WAE8	11/9/2018	249,000.00	249,000.00	264,965.88	3.450	3.450	11/9/2023	770	None	494.25	0.20
Midwest Bank of West IL 3.3 8/29/2022	59828PCA6	11/28/2018	249,000.00	249,000.00	256,290.72	3.300	3.300	8/29/2022	333	None	45.02	0.20
Morgan Stanley Bank 2.65 1/11/2023	61747MF63	1/11/2018	245,000.00	245,000.00	252,771.40	2.650	2.650	1/11/2023	468	None	1,440.80	0.20
Morgan Stanley Private Bank 3.55 11/8/2023	61760ARS0	11/8/2018	245,000.00	245,000.00	260,841.70	3.550	3.550	11/8/2023	769	None	3,455.17	0.20
Mountain America Federal Credit Union 3 3/27/2023	62384RAF3	3/27/2018	245,000.00	245,000.00	255,096.45	3.000	3.000	3/27/2023	543	None	302.05	0.20
New York Community Bank 0.7 9/10/2024	649447VN6	9/10/2021	249,000.00	249,000.00	249,475.59	0.700	0.700	9/10/2024	1,076	None	95.51	0.20
Northland Area Federal Credit Union 2.6 2/13/2023	666496AB0	2/13/2018	245,000.00	245,000.00	253,075.20	2.600	2.600	2/13/2023	501	None	855.15	0.20
Northwest Bank 2.95 2/13/2024	66736ABP3	2/13/2019	249,000.00	249,000.00	263,544.09	2.950	2.950	2/13/2024	866	None	342.12	0.20
Numerica Credit Union 3.4 10/31/2023	67054NAM5	10/31/2018	249,000.00	249,000.00	264,577.44	3.400	3.400	10/31/2023	761	None	0.00	0.20
Pacific Crest Savings Bank 2.85 3/13/2024	69417ACG2	3/13/2019	249,000.00	249,000.00	263,305.05	2.850	2.850	3/13/2024	895	None	330.52	0.20
Pacific Enterprise Bank 1.15 3/31/2025	694231AC5	3/31/2020	249,000.00	249,000.00	252,876.93	1.150	1.150	3/31/2025	1,278	None	0.00	0.20
Pathfinder Bank 0.7 3/11/2026	70320KAX9	3/11/2021	249,000.00	249,000.00	247,271.94	0.700	0.700	3/11/2026	1,623	None	90.73	0.20
Pentagon Federal Credit Union 0.9 9/29/2026	70962LAS1	9/29/2021	249,000.00	249,000.00	247,844.64	0.900	0.900	9/29/2026	1,825	None	6.14	0.20
Peoples Bank Newton NC 2 7/31/2024	710571DS6	8/1/2019	248,253.00	249,000.00	258,783.21	2.000	2.063	7/31/2024	1,035	None	0.00	0.20
Plains Commerce Bank 2.6 5/10/2024	72651LCJ1	5/10/2019	245,000.00	245,000.00	258,092.80	2.600	2.600	5/10/2024	953	None	2,495.64	0.20
Preferred Bank LA Calif 2 8/16/2024	740367HP5	8/16/2019	249,000.00	249,000.00	258,835.50	2.000	2.000	8/16/2024	1,051	None	191.01	0.20
Raymond James Bank, NA 2 8/23/2024	75472RAE1	8/23/2019	247,000.00	247,000.00	256,798.49	2.000	2.000	8/23/2024	1,058	None	514.30	0.20
Resource One Credit Union 1.9 11/27/2024	76124YAB2	2/4/2020	247,263.80	245,000.00	254,447.20	1.900	1.700	11/27/2024	1,154	None	369.85	0.20
Sallie Mae Bank/Salt Lake 2.75 4/10/2024	7954502D6	4/10/2019	245,000.00	245,000.00	258,734.70	2.750	2.750	4/10/2024	923	None	3,193.39	0.20
San Francisco FCU 1.1 3/27/2025	79772FAF3	3/27/2020	249,000.00	249,000.00	252,446.16	1.100	1.100	3/27/2025	1,274	None	22.51	0.20
State Bank of India-Chicago IL 3.6 11/29/2023	856283G59	11/29/2018	245,000.00	245,000.00	261,833.95	3.600	3.600	11/29/2023	790	None	2,996.38	0.20
State Bank of Reeseville 2.6 4/12/2024	856487AM5	4/12/2019	249,000.00	249,000.00	262,055.07	2.600	2.600	4/12/2024	925	None	319.27	0.20
Synchrony Bank 1.45 4/17/2025	87165FZD9	4/17/2020	248,000.00	248,000.00	254,465.36	1.450	1.450	4/17/2025	1,295	None	1,635.44	0.20
Third Federal Savings & Loan 1.95 11/25/2024	88413QCK2	11/25/2019	245,000.00	245,000.00	254,812.25	1.950	1.950	11/25/2024	1,152	None	1,675.40	0.20
Toyota Financial Savings Bank 0.9 4/22/2026	89235MKY6	4/22/2021	248,000.00	248,000.00	248,138.88	0.900	0.900	4/22/2026	1,665	None	984.53	0.20
Triad Bank/Frontenac MO 1.8 11/8/2024	89579NCB7	11/8/2019	249,000.00	249,000.00	257,717.49	1.800	1.800	11/8/2024	1,135	None	270.15	0.20
UBS Bank USA 3.45 10/24/2023	90348JEV8	10/24/2018	249,000.00	249,000.00	264,719.37	3.450	3.450	10/24/2023	754	None	141.21	0.20
United Community Bank 1.65 2/7/2025	90983WBT7	2/7/2020	249,000.00	249,000.00	256,958.04	1.650	1.650	2/7/2025	1,226	None	258.89	0.20
University of Iowa Community Credit Union 3 4/28/2	91435LAB3	4/30/2018	245,000.00	245,000.00	255,588.90	3.000	3.000	4/28/2023	575	None	583.97	0.20



## Mono County Portfolio Holdings by Security Sector As of September 30, 2021

Description	CUSIP/Ticker	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Verus Bank of Commerce 2.8 2/22/2024	92535LCC6	2/22/2019	249,000.00	249,000.00	262,764.72	2.800	2.800	2/22/2024	875	None	152.81	0.20
Washington Federal Bank 2.05 8/23/2024	938828BJ8	8/23/2019	249,000.00	249,000.00	259,218.96	2.050	2.050	8/23/2024	1,058	None	97.89	0.20
Workers Credit Union 2.55 5/31/2022	98138MAB6	3/3/2020	250,426.75	245,000.00	249,052.30	2.550	1.544	5/31/2022	243	None	0.00	0.20
<b>Sub Total / Average CD Negotiable</b>			<b>25,719,498.76</b>	<b>25,718,000.00</b>	<b>26,613,131.96</b>	<b>2.285</b>	<b>2.279</b>		<b>863</b>		<b>66,894.27</b>	<b>20.52</b>
<b>Corporate Bonds</b>												
Apple Inc 0.7 2/8/2026-21	037833EB2	2/24/2021	497,115.00	500,000.00	494,835.00	0.700	0.819	2/8/2026	1,592	Moody's-Aa1	505.56	0.40
Apple Inc 2.15 2/6/2022-15	037833AY6	10/20/2017	500,095.39	500,000.00	503,620.00	2.150	2.145	2/6/2022	129	Moody's-Aa1	1,522.92	0.40
Apple Inc 2.7 5/13/2022-15	037833BF6	11/13/2018	488,676.62	500,000.00	507,485.00	2.700	3.392	5/13/2022	225	Moody's-Aa1	5,137.50	0.40
Apple Inc 3.45 5/6/2024-14	037833AS9	5/6/2019	514,690.00	500,000.00	537,185.00	3.450	2.816	5/6/2024	949	Moody's-Aa1	6,900.00	0.40
Bank of New York Mellon 2.1 10/24/2024	06406RAL1	10/24/2019	499,880.00	500,000.00	520,945.00	2.100	2.105	10/24/2024	1,120	Moody's-A1	4,550.00	0.40
Bank of New York Mellon 3.5 4/28/2023	06406RAG2	4/30/2018	500,250.92	500,000.00	524,725.00	3.500	3.489	4/28/2023	575	Moody's-A1	7,388.89	0.40
Berkshire Hathaway Inc 3.4 1/31/2022	084670BF4	4/25/2017	528,500.00	500,000.00	505,240.00	3.400	2.135	1/31/2022	123	Moody's-Aa2	2,833.33	0.40
Colgate-Palmolive 2.25 11/15/2022-17	19416QEL0	11/15/2017	499,805.00	500,000.00	511,220.00	2.250	2.258	11/15/2022	411	Moody's-Aa3	4,218.75	0.40
International Business Machine Corp 1.875 8/1/2022	459200HG9	10/19/2017	490,400.00	500,000.00	506,665.00	1.875	2.301	8/1/2022	305	Moody's-A2	1,536.46	0.40
John Deere Capital Corp 1.05 6/17/2026	24422EVR7	8/12/2021	498,986.97	500,000.00	498,310.00	1.050	1.093	6/17/2026	1,721	Moody's-A2	1,502.08	0.40
Johnson & Johnson 2.625 1/15/2025-17	478160CJ1	1/16/2020	517,404.64	500,000.00	531,550.00	2.625	1.892	1/15/2025	1,203	Moody's-Aaa	2,734.38	0.40
JP Morgan Chase Bank 1 9/14/2026-23	46632FSH9	9/14/2021	500,000.00	500,000.00	494,085.00	1.000	1.000	9/14/2026	1,810	Moody's-Aa2	222.22	0.40
Microsoft Corp 2.65 11/3/2022-22	594918BH6	11/3/2017	507,740.00	500,000.00	510,870.00	2.650	2.320	11/3/2022	399	Moody's-Aaa	5,410.42	0.40
Microsoft Corp 2.7 2/12/2025-24	594918BB9	2/13/2020	523,695.00	500,000.00	529,575.00	2.700	1.707	2/12/2025	1,231	Moody's-Aaa	1,800.00	0.40
Oracle Corp 2.5 5/15/2022-15	68389XBB0	11/13/2018	483,495.00	500,000.00	505,010.00	2.500	3.509	5/15/2022	227	Moody's-Baa2	4,687.50	0.40
Procter & Gamble Co 2.15 8/11/2022-17	742718EU9	10/29/2018	480,269.24	500,000.00	508,585.00	2.150	3.267	8/11/2022	315	Moody's-Aa3	1,463.19	0.40
Toyota Motor Credit Corp 1.125 6/18/2026	89236TJK2	7/23/2021	501,190.00	500,000.00	496,815.00	1.125	1.075	6/18/2026	1,722	Moody's-A1	1,593.75	0.40
Toyota Motor Credit Corp 3.35 1/5/2024	89236TFS9	2/12/2019	506,560.00	500,000.00	531,415.00	3.350	3.059	1/5/2024	827	Moody's-A1	3,815.28	0.40
Toyota Motor Credit Corp 3.45 9/20/2023-18	89236TFN0	10/3/2018	499,217.02	500,000.00	529,620.00	3.450	3.484	9/20/2023	720	Moody's-A1	479.17	0.40
United Parcel Service 2.5 4/1/2023-23	911312BK1	4/5/2018	485,225.00	500,000.00	515,730.00	2.500	3.145	4/1/2023	548	Moody's-A2	6,215.28	0.40
US Bancorp 1.45 5/12/2025	91159HHZ6	2/12/2021	516,420.83	500,000.00	508,010.00	1.450	0.665	5/12/2025	1,320	Moody's-A2	2,779.17	0.40
US Bancorp 3 3/15/2022-22	91159HHC7	4/25/2017	517,195.00	500,000.00	505,165.00	3.000	2.253	3/15/2022	166	Moody's-A2	625.00	0.40
US Bank NA 3.4 7/24/2023-23	90331HNV1	8/1/2018	498,910.00	500,000.00	526,720.00	3.400	3.448	7/24/2023	662	S&P-AA-	3,116.67	0.40
<b>Sub Total / Average Corporate Bonds</b>			<b>11,555,721.63</b>	<b>11,500,000.00</b>	<b>11,803,380.00</b>	<b>2.395</b>	<b>2.321</b>		<b>796</b>		<b>71,037.52</b>	<b>9.18</b>
<b>Municipal Bonds</b>												
Belmont-Redwood Shores Sch Dist 1.099 8/1/2026	080495HP2	8/4/2021	210,000.00	210,000.00	208,943.70	1.099	1.099	8/1/2026	1,766	Moody's-Aa1	359.01	0.17
Bonita Unified School District 0.58 8/1/2024	098203VV1	4/15/2021	250,000.00	250,000.00	249,155.00	0.580	0.580	8/1/2024	1,036	S&P-AA-	237.64	0.20
Bonita Unified School District 1.054 8/1/2025	098203VW9	4/15/2021	250,000.00	250,000.00	250,562.50	1.054	1.054	8/1/2025	1,401	S&P-AA-	431.85	0.20
California State GO UNLTD 2.367 4/1/2022	13063DAD0	4/27/2017	252,287.50	250,000.00	252,677.50	2.367	2.170	4/1/2022	183	Moody's-Aa2	2,942.31	0.20
California State GO UNLTD 2.367 4/1/2022	13063DAD0	4/27/2017	251,937.50	250,000.00	252,677.50	2.367	2.200	4/1/2022	183	Moody's-Aa2	2,942.31	0.20
Central Valley Support Services Joint Powers Agenc	155751CU2	9/4/2018	641,651.40	585,000.00	636,959.70	5.526	3.400	9/1/2023	701	S&P-A+	2,604.13	0.47
Citrus Community College GO 0.819 8/1/2025	17741RGC6	8/4/2020	350,000.00	350,000.00	348,099.50	0.819	0.819	8/1/2025	1,401	Moody's-Aa1	469.79	0.28
City of Glendora CA POB 1.898 6/1/2024	378612AE5	9/5/2019	500,000.00	500,000.00	515,885.00	1.898	1.898	6/1/2024	975	S&P-AAA	3,136.97	0.40
City of Ridgecrest California 5 6/1/2022	765761BH3	12/18/2018	463,478.40	440,000.00	452,566.40	5.000	3.351	6/1/2022	244	S&P-AA	7,272.22	0.35
Desert Sands Unified School District 1.544 8/1/202	250433TY5	5/22/2020	308,022.55	305,000.00	312,869.00	1.544	1.300	8/1/2024	1,036	Moody's-Aa2	771.79	0.24
East Side Union High School District 1.331 8/1/202	275282PT2	8/16/2021	506,770.00	500,000.00	500,800.00	1.331	1.050	8/1/2026	1,766	Moody's-Aa3	1,090.68	0.40
Hawaiian Gardens Redev 2.714 12/1/2023	41987YAV8	4/29/2019	501,250.00	500,000.00	521,800.00	2.714	2.655	12/1/2023	792	S&P-AA	4,485.64	0.40
Imperial Community College District 2.024 8/1/2023	452641JN4	10/16/2019	500,000.00	500,000.00	511,850.00	2.024	2.024	8/1/2023	670	S&P-AA	1,658.56	0.40
Long Beach Community College Dist 2 5/1/2025	542411NZ2	3/25/2021	282,449.70	270,000.00	280,578.60	2.000	0.853	5/1/2025	1,309	Moody's-Aa2	2,235.00	0.22
Los Angeles CA Muni Impt CorpLease 0.683 11/1/2024	5445872S6	3/10/2021	501,130.00	500,000.00	499,690.00	0.683	0.620	11/1/2024	1,128	S&P-AA-	1,954.14	0.40
Los Angeles Cnty Public Wks 6.091 8/1/2022-10	54473ENR1	7/12/2018	555,000.00	500,000.00	523,780.00	6.091	3.176	8/1/2022	305	Moody's-Aa2	4,991.24	0.40
Menlo Park City School Dist 1.928 7/1/2024	586840NA4	10/8/2019	500,000.00	500,000.00	517,055.00	1.928	1.928	7/1/2024	1,005	Moody's-Aaa	2,383.22	0.40
Napa Valley Unified School District 1.094 8/1/2026	630362ER8	8/17/2021	502,020.00	500,000.00	497,370.00	1.094	1.010	8/1/2026	1,766	Moody's-Aa3	653.36	0.40
Rancho Cucamonga Ca Public Finance Authority 3 5/1	75213EAY0	2/14/2019	449,896.50	450,000.00	466,276.50	3.000	3.004	5/1/2023	578	S&P-AA	5,587.50	0.36
Rancho Santiago Community College GO 0.734 9/2/202	752147HJ0	9/2/2020	500,000.00	500,000.00	498,850.00	0.734	0.734	9/2/2025	1,433	Moody's-Aa2	295.64	0.40
Rosemead School District 2.042 8/1/2024	777526MP6	10/9/2019	350,000.00	350,000.00	361,312.00	2.042	2.042	8/1/2024	1,036	Moody's-Aa3	1,171.31	0.28
San Bernardino Ca Cmnty CLG Dist 1.097 8/1/2026	796720PB0	8/5/2021	250,000.00	250,000.00	249,652.50	1.097	1.097	8/1/2026	1,766	Moody's-Aa1	418.99	0.20



## Mono County Portfolio Holdings by Security Sector As of September 30, 2021

Description	CUSIP/Ticker	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
San Bernardino City USD 0.984 8/1/2024	796711G86	10/6/2020	337,311.50	335,000.00	336,145.70	0.984	0.800	8/1/2024	1,036	Moody's-A1	540.24	0.27
San Bernardino Community College District 2.044 8/	796720MG2	12/12/2019	250,000.00	250,000.00	260,017.50	2.044	2.044	8/1/2024	1,036	Moody's-Aa1	837.47	0.20
San Jose Evergreen Community College Dist 1.908 8/	798189PW0	10/1/2019	250,000.00	250,000.00	259,065.00	1.908	1.908	8/1/2024	1,036	Moody's-Aa1	781.75	0.20
San Jose RDA Successor Agency 2.828 8/1/2023	798170AF3	1/11/2019	302,776.55	305,000.00	318,709.75	2.828	3.000	8/1/2023	670	S&P-AA	1,413.61	0.24
Southwestern Community College GO 0.891 8/1/2025	845389JH9	8/5/2020	502,465.00	500,000.00	497,140.00	0.891	0.790	8/1/2025	1,401	Moody's-Aa2	730.12	0.40
State of California 3 4/1/2024	13063DLZ9	4/4/2019	511,190.00	500,000.00	531,070.00	3.000	2.520	4/1/2024	914	Moody's-Aa2	7,458.33	0.40
University of California 0.985 5/15/2025	91412HKZ5	3/10/2021	501,735.00	500,000.00	500,550.00	0.985	0.900	5/15/2025	1,323	Moody's-Aa3	2,736.11	0.40
University of California 3.466 5/15/2024-18	91412HBL6	7/9/2019	530,595.00	500,000.00	537,125.00	3.466	2.131	5/15/2024	958	Moody's-Aa2	6,498.75	0.40
University of California 3.638 5/15/2024	91412GVB8	3/8/2021	499,312.45	455,000.00	490,813.05	3.638	0.550	5/15/2024	958	Moody's-Aa2	6,207.34	0.36
West Contra Costa USD 2.077 8/1/2026	9523472G6	9/23/2021	509,220.90	485,000.00	505,190.55	2.077	1.020	8/1/2026	1,766	Moody's-A1	1,650.93	0.39
<b>Sub Total / Average Municipal Bonds</b>			<b>13,070,499.95</b>	<b>12,790,000.00</b>	<b>13,145,236.95</b>	<b>2.279</b>	<b>1.727</b>		<b>1,047</b>		<b>76,947.95</b>	<b>10.20</b>
<b>US Agency</b>												
FFCB 0.33 4/5/2024-22	3133EMVD1	4/5/2021	998,500.00	1,000,000.00	998,340.00	0.330	0.380	4/5/2024	918	Moody's-Aaa	1,604.17	0.80
FFCB 0.52 10/14/2025-21	3133EMCP5	10/14/2020	998,750.00	1,000,000.00	991,340.00	0.520	0.545	10/14/2025	1,475	Moody's-Aaa	2,397.78	0.80
FFCB 0.53 10/22/2025-21	3133EMEC2	11/6/2020	998,000.00	1,000,000.00	991,420.00	0.530	0.571	10/22/2025	1,483	Moody's-Aaa	2,326.11	0.80
FFCB 0.68 6/10/2025-22	3133ELH80	6/26/2020	1,000,000.00	1,000,000.00	995,750.00	0.680	0.680	6/10/2025	1,349	Moody's-Aaa	2,077.78	0.80
FFCB 1.5 10/16/2024	3133EK3B0	10/18/2019	990,760.00	1,000,000.00	1,027,430.00	1.500	1.694	10/16/2024	1,112	Moody's-Aaa	6,833.33	0.80
FFCB 2.08 11/1/2022	3133EHM91	11/15/2017	998,080.00	1,000,000.00	1,021,640.00	2.080	2.121	11/1/2022	397	Moody's-Aaa	8,608.89	0.80
FFCB 2.35 1/17/2023	3133EH7F4	1/17/2018	999,770.00	1,000,000.00	1,028,280.00	2.350	2.355	1/17/2023	474	Moody's-Aaa	4,765.28	0.80
FFCB 2.7 4/11/2023	3133EJKN8	4/11/2018	999,196.41	1,000,000.00	1,037,860.00	2.700	2.717	4/11/2023	558	Moody's-Aaa	12,675.00	0.80
FFCB 3.05 10/2/2023	3133EJD48	10/17/2018	996,674.50	1,000,000.00	1,054,280.00	3.050	3.123	10/2/2023	732	Moody's-Aaa	15,080.56	0.80
FFCB 3.17 1/26/2024	3133EJM48	2/4/2019	1,023,543.68	1,000,000.00	1,063,640.00	3.170	2.662	1/26/2024	848	Moody's-Aaa	5,635.56	0.80
FHLB 0.5 1/26/2026-21	3130AKMD5	1/26/2021	998,755.00	1,000,000.00	988,190.00	0.500	0.525	1/26/2026	1,579	Moody's-Aaa	888.89	0.80
FHLB 0.51 11/18/2024-22	3130ANFJ4	8/18/2021	1,000,000.00	1,000,000.00	997,840.00	0.510	0.510	11/18/2024	1,145	Moody's-Aaa	595.00	0.80
FHLB 0.6 1/28/2026-21	3130AKPC4	1/28/2021	1,000,000.00	1,000,000.00	991,060.00	0.600	0.600	1/28/2026	1,581	Moody's-Aaa	1,033.33	0.80
FHLB 0.7 3/24/2025-21	3130ALN34	3/24/2021	1,000,000.00	1,000,000.00	998,940.00	0.700	0.700	3/24/2025	1,271	Moody's-Aaa	1,116.67	0.80
FHLB 1.05 4/15/2026-21	3130ALU51	4/15/2021	1,000,000.00	1,000,000.00	999,380.00	1.050	1.050	4/15/2026	1,658	Moody's-Aaa	4,812.50	0.80
FHLB 1.05 7/29/2026-24	3130ANCA6	7/29/2021	1,000,000.00	1,000,000.00	997,990.00	1.050	1.050	7/29/2026	1,763	Moody's-Aaa	1,779.17	0.80
FHLB 1.15 4/29/2026-21	3130ALXJ8	4/29/2021	1,000,000.00	1,000,000.00	999,820.00	1.150	1.150	4/29/2026	1,672	Moody's-Aaa	4,823.61	0.80
FHLB 2 9/9/2022	313380GJ0	9/29/2017	1,002,290.00	1,000,000.00	1,017,950.00	2.000	1.951	9/9/2022	344	Moody's-Aaa	1,166.67	0.80
FHLB 2.875 6/13/2025	3130A5R35	7/21/2020	842,255.35	755,000.00	814,192.00	2.875	0.483	6/13/2025	1,352	Moody's-Aaa	6,451.58	0.60
FHLB 3.25 6/9/2023	313383QR5	2/4/2019	461,340.00	450,000.00	472,864.50	3.250	2.632	6/9/2023	617	Moody's-Aaa	4,509.37	0.36
FHLMC 0.53 10/28/2025-22	3134GWYZ3	10/28/2020	1,000,000.00	1,000,000.00	986,630.00	0.530	0.530	10/28/2025	1,489	Moody's-Aaa	2,237.78	0.80
FHLMC 0.57 10/8/2025-21	3134GWY26	10/8/2020	1,000,000.00	1,000,000.00	988,880.00	0.570	0.570	10/8/2025	1,469	Moody's-Aaa	2,723.33	0.80
FHLMC 0.6 7/22/2025-22	3134GV5V6	7/22/2020	1,000,000.00	1,000,000.00	993,800.00	0.600	0.600	7/22/2025	1,391	Moody's-Aaa	1,133.33	0.80
FHLMC 2.375 1/13/2022	3137EADB2	1/13/2017	1,016,560.00	1,000,000.00	1,006,540.00	2.375	2.025	1/13/2022	105	Moody's-Aaa	5,079.86	0.80
FNMA 0.55 1/28/2026-21	3135G06R9	1/28/2021	1,000,000.00	1,000,000.00	989,640.00	0.550	0.550	1/28/2026	1,581	Moody's-Aaa	947.22	0.80
FNMA 0.625 7/14/2025-22	3136G4YL1	7/14/2020	1,000,000.00	1,000,000.00	996,960.00	0.625	0.625	7/14/2025	1,383	Moody's-Aaa	1,319.44	0.80
FNMA 0.7 7/24/2025-22	3136G4YE7	7/24/2020	1,000,000.00	1,000,000.00	997,470.00	0.700	0.700	7/24/2025	1,393	Moody's-Aaa	1,283.33	0.80
FNMA 0.74 6/30/2025-21	3136G4XZ1	6/30/2020	795,000.00	795,000.00	793,807.50	0.740	0.740	6/30/2025	1,369	Moody's-Aaa	1,470.75	0.63
FNMA 1.375 10/7/2021	3135G0Q89	10/26/2016	997,470.00	1,000,000.00	1,000,220.00	1.375	1.428	10/7/2021	7	Moody's-Aaa	6,607.64	0.80
FNMA 2 10/5/2022	3135G0T78	10/6/2017	999,340.00	1,000,000.00	1,019,300.00	2.000	2.014	10/5/2022	370	Moody's-Aaa	9,722.22	0.80
FNMA 2.375 1/19/2023	3135G0T94	1/23/2018	994,410.00	1,000,000.00	1,028,290.00	2.375	2.495	1/19/2023	476	Moody's-Aaa	4,684.03	0.80
<b>Sub Total / Average US Agency</b>			<b>30,110,694.94</b>	<b>30,000,000.00</b>	<b>30,289,744.00</b>	<b>1.346</b>	<b>1.269</b>		<b>1,080</b>		<b>125,390.18</b>	<b>23.94</b>
<b>US Treasury</b>												
T-Note 0.5 2/28/2026	91282CBQ3	3/1/2021	984,896.26	1,000,000.00	983,130.00	0.500	0.809	2/28/2026	1,612	Moody's-Aaa	414.36	0.80
T-Note 0.75 5/31/2026	91282CCF6	6/4/2021	996,098.01	1,000,000.00	991,600.00	0.750	0.830	5/31/2026	1,704	Moody's-Aaa	2,500.00	0.80
T-Note 1.625 9/30/2026	91282YG9	9/30/2021	1,031,679.68	1,000,000.00	1,031,090.00	1.625	0.974	9/30/2026	1,826	Moody's-Aaa	0.00	0.80
<b>Sub Total / Average US Treasury</b>			<b>3,012,673.95</b>	<b>3,000,000.00</b>	<b>3,005,820.00</b>	<b>0.958</b>	<b>0.871</b>		<b>1,714</b>		<b>2,914.36</b>	<b>2.39</b>
<b>Total / Average</b>			<b>125,795,159.02</b>	<b>125,334,069.79</b>	<b>127,183,382.70</b>	<b>1.339</b>	<b>1.254</b>		<b>657</b>		<b>343,184.28</b>	<b>100.00</b>



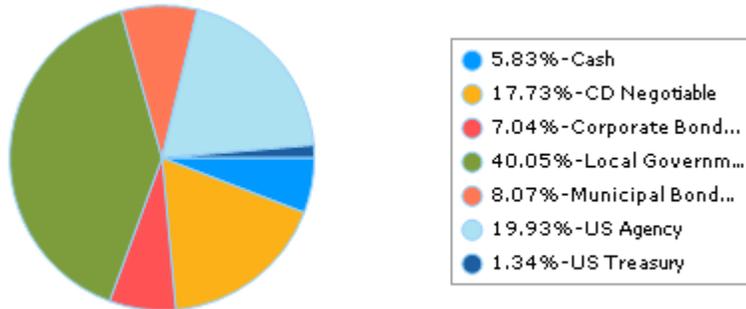
## Mono County Distribution by Asset Category - Market Value Investment Portfolio

Begin Date: 6/30/2021, End Date: 9/30/2021

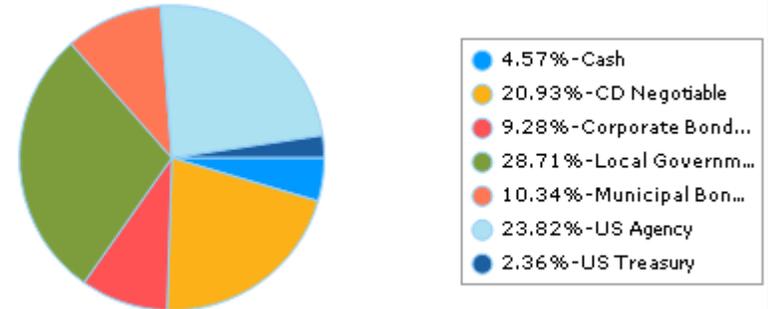
### Asset Category Allocation

Asset Category	Market Value 6/30/2021	% of Portfolio 6/30/2021	Market Value 9/30/2021	% of Portfolio 9/30/2021
Cash	8,589,054.07	5.83	5,811,668.66	4.57
CD Negotiable	26,101,328.29	17.73	26,613,131.96	20.93
Corporate Bonds	10,369,355.00	7.04	11,803,380.00	9.28
Local Government Investment Pools	58,958,932.96	40.05	36,514,401.13	28.71
Municipal Bonds	11,875,614.05	8.07	13,145,236.95	10.34
US Agency	29,330,869.45	19.93	30,289,744.00	23.82
US Treasury	1,979,140.00	1.34	3,005,820.00	2.36
<b>Total / Average</b>	<b>147,204,293.82</b>	<b>100.00</b>	<b>127,183,382.70</b>	<b>100.00</b>

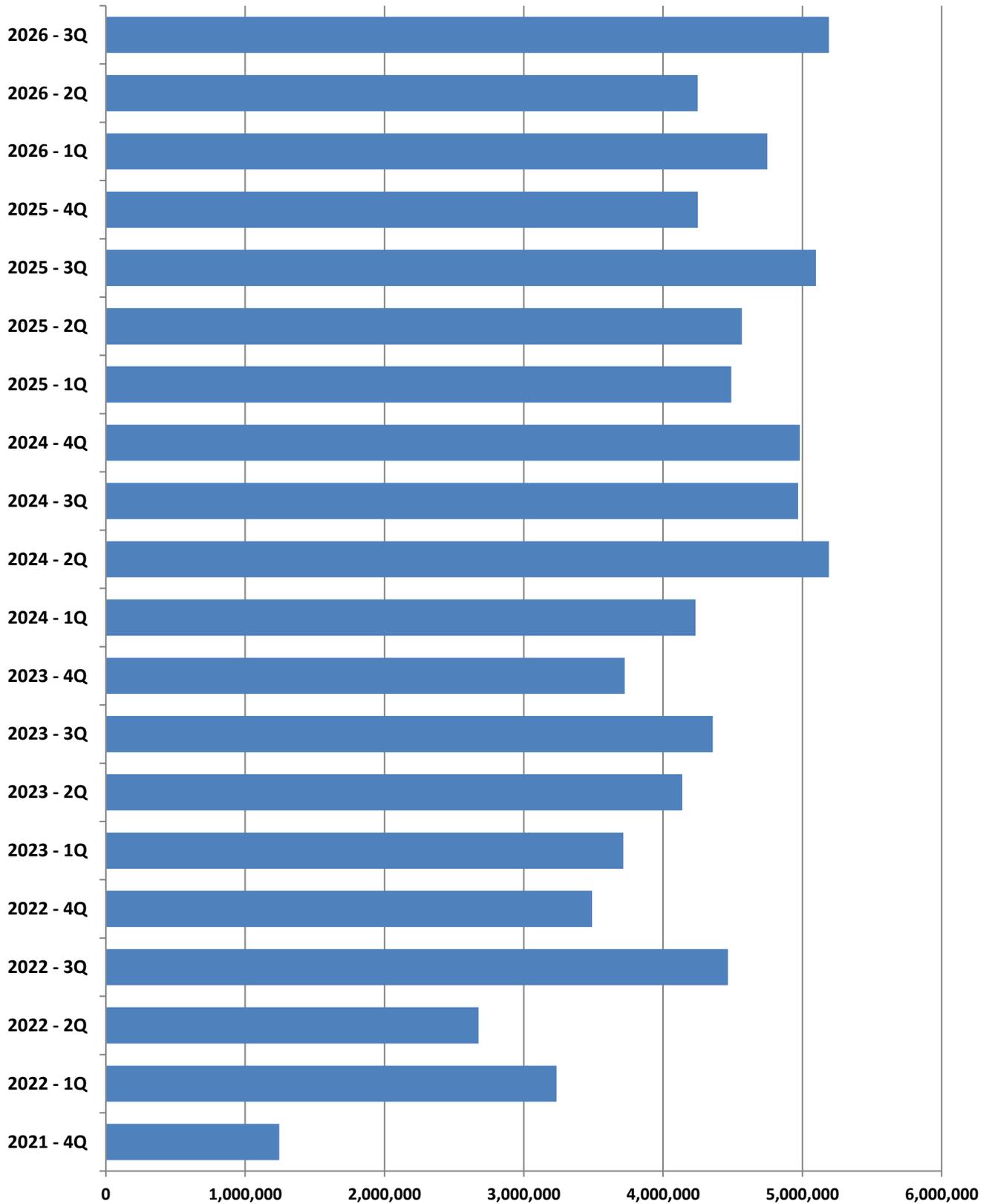
#### Portfolio Holdings as of 6/30/2021



#### Portfolio Holdings as of 9/30/2021

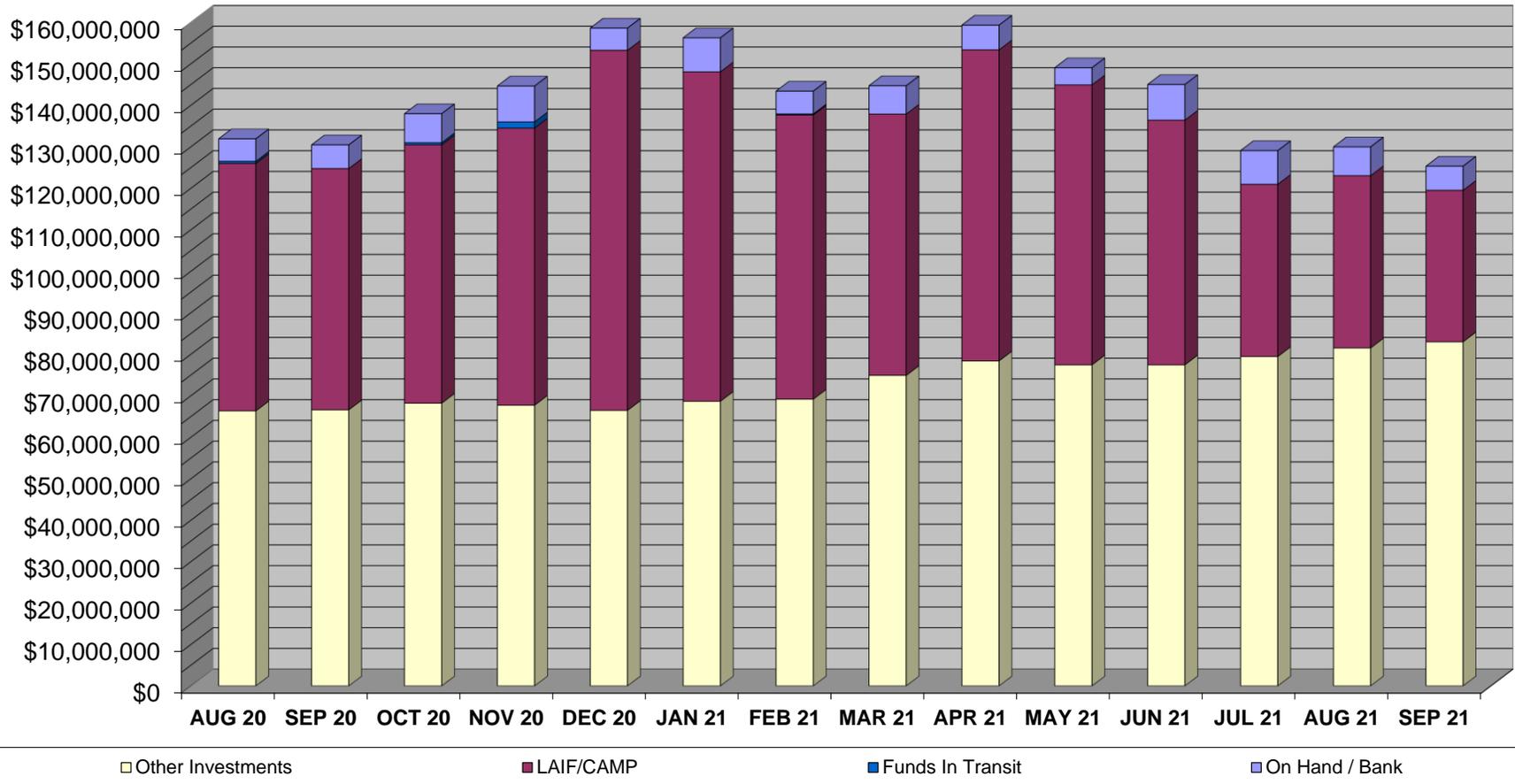


## Maturity Distribution As of 9/30/2021



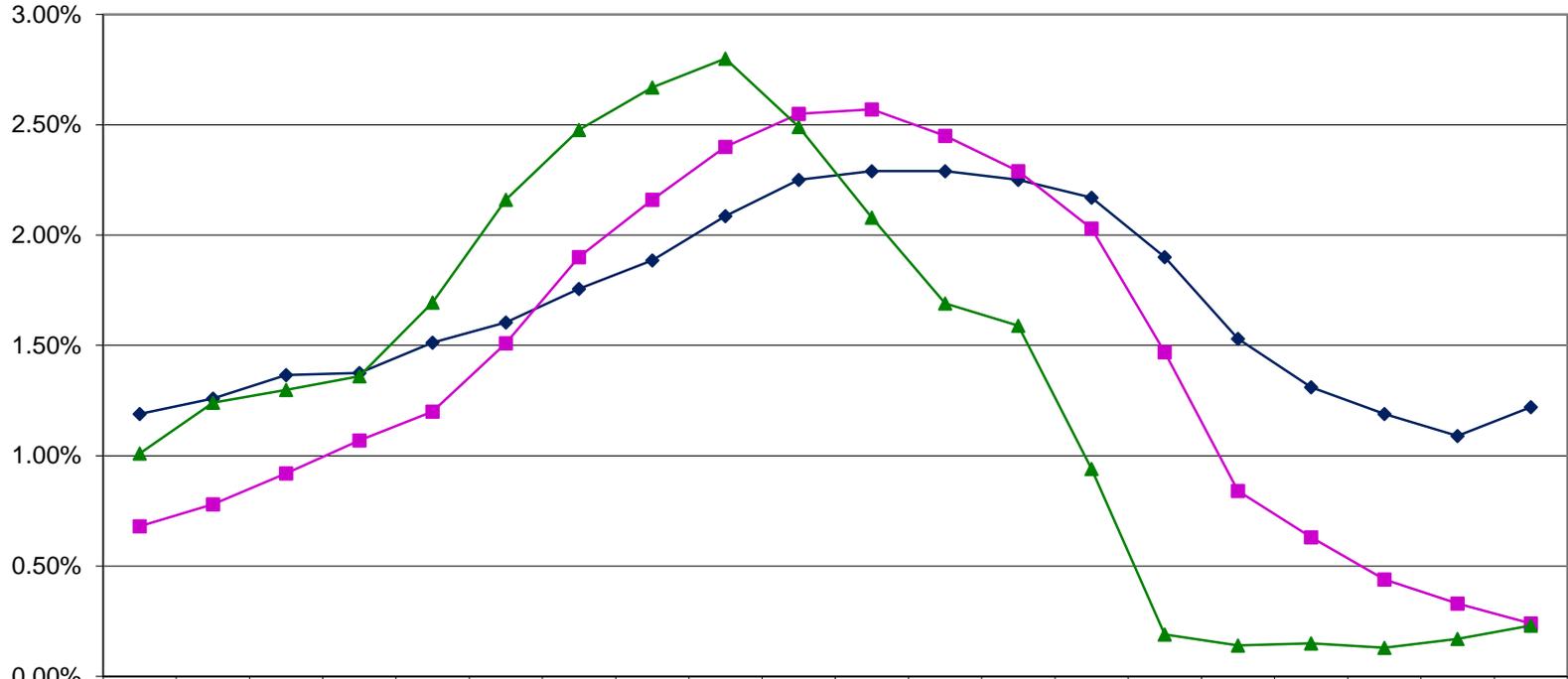
**TREASURY CASH BALANCES AS OF THE LAST DAY OF THE MOST RECENT 14 MONTHS**

	AUG 20	SEP 20	OCT 20	NOV 20	DEC 20	JAN 21	FEB 21	MAR 21	APR 21	MAY 21	JUN 21	JUL 21	AUG 21	SEP 21
On Hand / Bank	\$5,418,533	\$5,694,857	\$6,984,590	\$8,650,251	\$5,348,186	\$8,203,932	\$5,496,367	\$6,815,982	\$5,951,503	\$4,130,003	\$8,589,054	\$8,109,438	\$6,938,343	\$5,811,669
Funds In Transit	\$494,000		\$498,000	\$1,492,000			\$249,000							
LAIF/CAMP	\$59,645,865	\$58,145,865	\$62,276,387	\$66,776,387	\$86,776,387	\$79,382,480	\$68,483,472	\$62,983,571	\$74,958,933	\$67,458,933	\$58,958,933	\$41,514,401	\$41,514,401	\$36,514,401
Other Investments	\$66,370,936	\$66,621,936	\$68,218,936	\$67,729,937	\$66,480,936	\$68,680,000	\$69,186,000	\$74,911,000	\$78,414,000	\$77,464,000	\$77,464,000	\$79,461,000	\$81,525,000	\$83,008,000
<b>TOTAL</b>	<b>\$131,929,334</b>	<b>\$130,462,658</b>	<b>\$137,977,913</b>	<b>\$144,648,575</b>	<b>\$158,605,509</b>	<b>\$156,266,412</b>	<b>\$143,414,839</b>	<b>\$144,710,553</b>	<b>\$159,324,436</b>	<b>\$149,052,936</b>	<b>\$145,011,987</b>	<b>\$129,084,839</b>	<b>\$129,977,744</b>	<b>\$125,334,070</b>



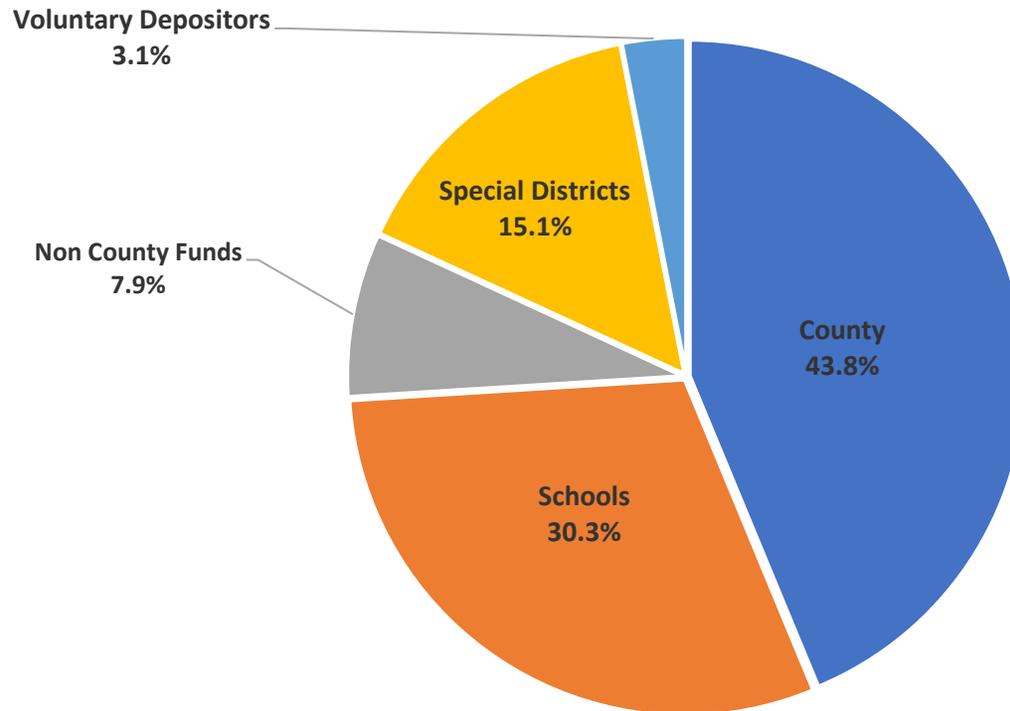
MATURITIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Calendar Year 2021										\$1,245,000.00			\$1,245,000.00
Calendar Year 2022	\$1,745,000.00	\$745,000.00	\$745,000.00	\$500,000.00	\$1,735,000.00	\$440,000.00		\$2,976,000.00	\$1,490,000.00	\$1,490,000.00	\$2,000,000.00		\$13,866,000.00
Calendar Year 2023	\$2,490,000.00	\$735,000.00	\$490,000.00	\$2,490,000.00	\$1,197,000.00	\$450,000.00	\$747,000.00	\$1,786,000.00	\$1,824,000.00	\$1,743,000.00	\$1,482,000.00	\$500,000.00	\$15,934,000.00
Calendar Year 2024	\$2,243,000.00	\$1,740,000.00	\$249,000.00	\$2,492,000.00	\$1,949,000.00	\$749,000.00	\$996,000.00	\$3,724,000.00	\$249,000.00	\$2,494,000.00	\$2,488,000.00		\$19,373,000.00
Calendar Year 2025	\$749,000.00	\$1,496,000.00	\$2,245,000.00	\$745,000.00	\$1,270,000.00	\$2,550,000.00	\$3,498,000.00	\$1,100,000.00	\$500,000.00	\$4,249,000.00			\$18,402,000.00
Calendar Year 2026	\$3,000,000.00	\$1,500,000.00	\$249,000.00	\$2,248,000.00	\$1,000,000.00	\$1,000,000.00	\$1,497,000.00	\$1,945,000.00	\$1,749,000.00				\$14,188,000.00
<b>TOTAL</b>													<b>\$83,008,000.00</b>

### MONO COUNTY TREASURY POOL QUARTERLY YIELD COMPARISON



	12/30 2016	3/31 2017	6/30 2017	9/30 2017	12/31 2017	3/31 2018	6/30 2018	9/30 2018	12/31 2018	3/31 2019	6/30 2019	9/30 2019	12/31 2019	3/31 2020	6/30 2020	9/30 2020	12/31 2020	3/31 2021	6/30 2021	9/30 2021
—◆— COUNTY	1.19%	1.26%	1.37%	1.38%	1.51%	1.60%	1.76%	1.89%	2.09%	2.25%	2.29%	2.29%	2.25%	2.17%	1.90%	1.53%	1.31%	1.19%	1.09%	1.22%
—■— LAIF	0.68%	0.78%	0.92%	1.07%	1.20%	1.51%	1.90%	2.16%	2.40%	2.55%	2.57%	2.45%	2.29%	2.03%	1.47%	0.84%	0.63%	0.44%	0.33%	0.24%
—▲— 2YR TREAS	1.01%	1.24%	1.30%	1.36%	1.69%	2.16%	2.48%	2.67%	2.80%	2.49%	2.08%	1.69%	1.59%	0.94%	0.19%	0.14%	0.15%	0.13%	0.17%	0.23%

## Investment Pool Participants as of 9/30/2021



The Pool is comprised of monies deposited by mandatory and voluntary participants. Mandatory participants include the County of Mono, School Districts, and Special Districts. Voluntary participants are those agencies that are not required to invest their monies in the County Pool and do so only as an investment option.

### **Districts Participating in Pool**

Antelope Valley Fire Protection District, Antelope Valley Water District, Birchim Community Service District, Bridgeport Fire Protection District, Bridgeport Public Utility District, Chalfant Valley Fire Protection District, County Service Area #1, County Service Area #2, County Service Area #5, Hilton Creek Community Services District, June Lake Fire Protection District, Lee Vining Fire Protection District, Lee Vining Public Utility District, Long Valley Fire Protection District, Mammoth Community Service District, Mammoth Lakes Mosquito Abatement District, Mono City Fire Protection District, Mono County Resource Conservation District, Paradise Fire Protection District, Tri-Valley Ground Water Management District, Wheeler Crest Community Service District, Wheeler Crest Fire Protection District, White Mountain Fire Protection District.

### **Districts Not Participating in Pool**

Inyo-Mono Resource Conservation District, June Lake Public Utility District, Mammoth Lakes Community Water District, Mammoth Lakes Fire Protection District, Southern Mono Healthcare District.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 2, 2021

**Departments: Behavioral Health**

**TIME REQUIRED**

**SUBJECT** Behavioral Health Department  
Allocation List Change

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed resolution Authorizing the County Administrative Officer to Amend the County of Mono List of Allocated Positions to Remove One 1.0 FTE Quality Assurance Coordinator and Add One 1.0 FTE Quality Assurance Coordinator III in the Department of Behavioral Health.

**RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

**FISCAL IMPACT:**

The salary range of the removed QA Coordinator position is \$61,839 - \$75,165. The salary range for the QA Coordinator III is \$77,228 - \$93,871. In the short-term, the change in salary will be covered by salary savings, as this position has been vacant since early June 2021. Long-term, MCBH plans to make an adjustment through the mid-year budget process to sustain the position.

**CONTACT NAME:** Robin Roberts

**PHONE/EMAIL:** 7609241740 / rroberts@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution</a>

History

Time

Who

Approval

10/20/2021 12:11 PM	County Counsel	Yes
10/26/2021 11:04 AM	Finance	Yes
10/29/2021 12:31 AM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

---

**COUNTY OF MONO**

---

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

TO: Mono County Board of Supervisors  
FROM: Robin K. Roberts, Behavioral Health Director  
DATE: October 14, 2021

**SUBJECT:**

Behavioral Health Department Allocation List Change

**RECOMMENDATION:**

Adopt proposed resolution changing the Behavioral Health Department's allocation list. Provide any desired direction to staff.

**DISCUSSION:**

In an effort to increase capacity to serve the residents of Mono County and maintain compliance with the requirements of the Department of Health Care Services, the Behavioral Health Department is recommending the addition of one Quality Assurance (QA) Coordinator III. Previously, this position was a range 69 "QA Coordinator" without the I, II, III classification. This change will allow MCBH to provide a career path in the QA Coordinator position and recruit more competitively for more highly skilled/licensed staff.

Depending upon the applicant pool, MCBH may fill the position with a QA Coordinator I (range 70), QA Coordinator II (range 74), or QA Coordinator III (range 78); the most advanced level has specific licensure and experience requirements that will greatly benefit the department.

**FISCAL IMPACT:**

The salary range of the removed QA Coordinator position is \$61,839 - \$75,165. The salary range for the QA Coordinator III is \$77,228 - \$93,871. In the short-term, the change in salary will be covered by salary savings, as this position has been vacant since early June 2021. Long-term, MCBH plans to make an adjustment through the mid-year budget process to sustain the position.

**SUBMITTED BY:**

Robin K. Roberts, Director of Behavioral Health, Contact: 760.924.1740



R21-\_\_

**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 REMOVE ONE 1.0 FTE QUALITY ASSURANCE COORDINATOR AND ADD ONE  
1.0 FTE QUALITY ASSURANCE COORDINATOR III IN THE DEPARTMENT OF  
BEHAVIORAL HEALTH**

**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:

Remove the allocation of one 1.0 full-time permanent Quality Assurance Coordinator (new total: zero) (\$61,839-\$75,165).

Add the allocation of one 1.0 full-time permanent Quality Assurance Coordinator III (new total: one) (\$77,228-\$93,871).

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote, to wit:

**AYES:**

**NOES:**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

**ABSENT:**

**ABSTAIN:**

---

Jennifer Kreitz, 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** November 2, 2021

**Departments: Public Health**

**TIME REQUIRED**

**SUBJECT** Immunization Local Assistance Grant  
Increase in Appropriations Request

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Request appropriations increase in the amount of \$543,799, funded with new grant revenues to support the public health response to COVID-19 (requires 4/5ths vote approval).

---

### RECOMMENDED ACTION:

Approve increasing appropriations in the amount of \$543,799, funded with new grant revenues to support the public health response to COVID-19 (requires 4/5ths vote approval).

---

### FISCAL IMPACT:

There is no impact to the County General Fund. \$543,799 in additional anticipated expenditures for the 2021-2022 fiscal year paid for with \$543,799 in new grant revenues.

---

**CONTACT NAME:** Bryan Wheeler

**PHONE/EMAIL:** 760-924-1835 / bwheeler@mono.ca.gov

---

### SEND COPIES TO:

Bryan Wheeler, Marjoree Neer, Stephanie Butters

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Staff Report](#)

[Letter of Intent](#)

[Funding Announcement](#)

---

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/20/2021 12:11 PM	County Counsel	Yes
10/26/2021 11:05 AM	Finance	Yes
10/29/2021 12:31 AM	County Administrative Office	Yes



# MONO COUNTY HEALTH DEPARTMENT

## Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 924-1831  
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

DATE: November 2, 2021

TO: Honorable Board of Supervisors

FROM: Bryan Wheeler, Public Health Director

SUBJECT: FY 2019-22 Immunization Local Assistance Grant Agreement #17-10332,  
A02 Subvention Agreement

### **Recommendation:**

Approve increasing appropriations in the amount of \$543,799, funded with new grant revenues to support the public health response to COVID-19 (requires 4/5ths vote approval).

### **Discussion:**

On April 6, 2021 the Board approved County entry into the Immunization Local Assistance Grant Agreement #17-10332, A02 and the grant contract was fully executed. On August 17, 2021, The California Department of Public Health, Immunization Branch notified Mono of its intent to award an additional \$543,799 for FY 2021-22 for continued COVID-19 vaccination services effective July 1, 2021 through June 30, 2022. The purpose of the funding is to support local strategies that ensure more significant equity and access to vaccines by those disproportionately affected by COVID.

To avoid delays in services, an appropriations increase request is being requested with the subvention agreement to follow at a later date when received by the California Department of Public Health, Immunization Branch.

### **Fiscal Impact:**

There is no impact to the County General Fund.

\$543,799 in additional anticipated expenditures for the 2021-2022 fiscal year paid for with \$543,799 in new grant revenues.

Submitted by Bryan Wheeler, Public Health Director



TOMÁS J. ARAGÓN, M.D., Dr.P.H.  
Director and State Public Health Officer

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

DATE: August 17, 2021

TO: Immunization Coordinators  
County Health Executives Association of California (CHEAC) Members  
Local Health Officers

FROM: Maria E. Volk, MPA, Assistant Branch Chief *ME Volk*  
Immunization Branch

SUBJECT: **Letter of Intent to Award Funding**

Dear Margie Neer,

I am writing today to notify you of our intent to award Mono an additional amount of \$543,799 for FY2021-22. This additional amount is the COVID-19 round 4 funding. The Immunization Branch has received supplemental funding from the Centers of Disease Control to increase COVID-19 vaccination services. The annual immunization funding announcement and COVID-19 funding announcement will both be released within the next few days. As part of the announcements, you will be asked to submit two new applications and two budgets so that we may amend your current agreement.

Mono's agreement with CDPH, number *17-10332 A02*, remains in effect and allows for continued work and billing to CDPH. The subvention agreement allows the County to begin COVID-19 vaccination services effective July 1, 2021 – June 30, 2022.

Immunization Branch contract analysts will work with the CDPH Contracts Management Unit to amend the existing agreement to include the additional funding, but execution of the agreement does not preclude continuance of existing activities.

If you need any further information, please feel free to contact me at 510-620-3748 or [maria.volk@cdph.ca.gov](mailto:maria.volk@cdph.ca.gov).





TOMÁS J. ARAGÓN, M.D., Dr.P.H.  
Director and State Public Health Officer

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

DATE: August 17, 2021

TO: Local Health Officers  
County Health Executives Association of California (CHEAC) Members  
Immunization Coordinators  
Receiving Immunization Program Local Assistance Funding

FROM: Maria E. Volk, MPA, Assistant Branch Chief   
Immunization Branch

SUBJECT: 1.) **COVID-19 Local Assistance Supplemental Funding Round 4, Fiscal Year 2021-22**  
2.) **Federal Compliance Requirements of the Immunization Grant Fiscal Year 2021-22 Acknowledgement and Subrecipient Information Form**

1.) **COVID-19 Local Assistance Supplemental Funding Round 4, Fiscal Year (FY) 2021-22**

The California Department of Public Health (CDPH), Immunization Branch is pleased to release COVID-19 supplemental federal grant subaward funding information to Local Health Department (LHD) subrecipients for FY2021-22. The Immunization Branch will award these funds through existing grant/contract agreements with CDPH. The effective date for these awards is July 1, 2021 and counties may begin using the funding prior to execution of their grant/contract amendment. Immunization Branch contract analysts will work with each county and provide an email notification detailing the augmentation amount and revised total fiscal year funding. CDPH has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380, which requires immunizations against childhood diseases prior to school admittance. The purpose of this funding is to support local strategies that ensure greater equity and access to vaccine by those disproportionately affected by COVID. The attached Scope of Work has a revised objective specifically for COVID. The Immunization Branch will be releasing a template in the coming weeks to support the collection of information on activities that LHJs will be implementing around COVID for FY 21/22.

The Main Immunization Grant award for fiscal year 2021-22 remains the same and will be awarded separately, along with information on updating the Immunization Branch work plan.

Related Statutes

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent



the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).

- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

Services to Be Performed by the Subrecipient

The Subrecipient is to implement the following activities:

- Identify populations or communities disproportionately affected by COVID and with lower immunization coverage
- Set targets for immunization in these target populations
- Develop and implement strategies for vaccinating these target populations

Federal Funding Award Information for FY2021-22:

- COVID-19 Supplemental Funding Round 4 - Federal Grant Award No.: 6 NH23IP922612-02-04  
Award Issue Date: 03/31/2021  
Catalog of Federal Domestic Assistance (CFDA) Title: Immunization Cooperative Agreements  
Catalog of Federal Domestic Assistance (CFDA) No.: 93.268  
Data Universal Numbering Systems (DUNS) No.: 7991506150000  
Total Federal Award to Date: \$357,026,635  
Amount Available for Local Assistance Subrecipient Awards: \$178,500,003  
Year 5 Budget, FY2021-22: 100% P.L. 116-136, Coronavirus Aid, Relief, and Economic Security Act (CARES Act)

Eligible for Local Assistance:

The Immunization Branch has determined that the following 61 LHDs and three non-profit organizations are eligible to apply for available funding for their Local Immunization Program, which supports the State's objectives to control vaccine-preventable diseases.

County of Alameda	County of Madera	County of San Luis Obispo
County of Alpine	County of Marin	County of San Mateo
County of Amador	County of Mariposa	County of Santa Barbara
City of Berkeley	County of Mendocino	County of Santa Clara
County of Butte	County of Merced	County of Santa Cruz
County of Calaveras	County of Modoc	County of Shasta
County of Colusa	County of Mono	County of Sierra
County of Contra Costa	County of Monterey	County of Siskiyou
County of Del Norte	County of Napa	County of Solano
County of El Dorado	County of Nevada	County of Sonoma
County of Fresno	County of Orange	County of Stanislaus
County of Glenn	City of Pasadena	County of Sutter
County of Humboldt	County of Placer	County of Tehama
County of Imperial	County of Plumas	County of Trinity
County of Inyo	County of Riverside	County of Tulare
County of Kern	County of Sacramento	County of Tuolumne
County of Kings	County of San Benito	County of Ventura
County of Lake	County of San Bernardino	County of Yolo

County of Lassen  
City of Long Beach  
County of Los Angeles

County of San Diego  
City & County of San Francisco  
County of San Joaquin

County of Yuba

**2.) Federal Compliance Requirements of the Immunization Grant FY2021-22  
Acknowledgement and Subrecipient Information Form**

Please complete, sign, and return the following to [izb.admin@cdph.ca.gov](mailto:izb.admin@cdph.ca.gov) as soon as possible or no later than August 31, 2021.

- Federal Compliance Requirements of the Immunization Grant No. 6 NH23IP922612-02-04.
- Subrecipient Information Form is being requested to ensure we have the most current information on file.
- FY2021-22 Budget Application, which aligns to the total supplemental award notification email provided by an Immunization Branch contract analyst.

Thank you.

Enclosures:

- LHD COVID-19 R4 Scope of Work
- Federal Compliance Requirements AND Subrecipient Information Form FY2021-22
- COVID-19 R4 Budget Application FY2021-22
- General Terms and Conditions Non Research Awards 6 NH23IP922612-02-04



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 2, 2021

**Departments: Sheriff**

**TIME REQUIRED**

**SUBJECT** Southern Mono Healthcare District  
Agreement for Inmate Medical  
Services

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Agreement between the Mono County Sheriff's Department and the Southern Mono Healthcare District for Inmate Medical Services. The agreement establishes description of services by the District, obligations for inmate security, compensation, and fees.

**RECOMMENDED ACTION:**

Approve County entry into proposed contract and authorize Chair execute said contract on behalf of the County.

**FISCAL IMPACT:**

There is no additional fiscal impact related to executing this agreement. Mono County continues to be responsible for inmate health care services by law.

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

Ingrid Braun

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Agreement</a>

**History**

Time

Who

Approval

10/20/2021 10:22 AM

County Counsel

Yes

10/26/2021 11:00 AM

Finance

Yes

10/29/2021 12:31 AM

County Administrative Office

Yes

**MONO COUNTY**  
**SHERIFF**

*A Commitment to Community Safety and Service*



**Ingrid Braun**      **Date:**      November 2, 2021  
**Sheriff-Coroner**      **To:**      The Honorable Board of Supervisors

**Phillip West**  
**Undersheriff**

**From:**      Ingrid Braun, Sheriff-Coroner

**Subject:**      Southern Mono Healthcare District Agreement for Medical Services

**Recommended Action:**

Approve County entry into proposed contract and recommend that the Chair execute said contract on behalf of the County.

**Discussion:**

The Mono County Sheriff's Office (MCSO) bears responsibility for the health and wellbeing of inmates held in the Mono County Jail (Jail). Due to its small size, there is no medical provider within the Jail. Inmates who require medical care must be transported to a health care facility. Mammoth Hospital, which is owned and operated by Southern Mono Healthcare District (District), is the nearest emergency room, as well as the location of specialty clinics. Inmates are frequently taken to Mammoth Hospital for emergency treatment and for specialty medical services. This agreement between MCSO and the District establishes what services are provided by the District, obligations for inmate security, compensation, and fees.

**Fiscal Impact:**

There is no additional fiscal impact related to executing this agreement. Mono County continues to be responsible for inmate health care services by law, and inmate health care has been allocated funding in the current budget.

Respectfully submitted,

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

Ingrid Braun  
Sheriff-Coroner

## CONTRACT FOR INMATE MEDICAL SERVICES

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the County of Mono (hereinafter "COUNTY"), on behalf of its Sheriff's Department (hereinafter "SHERIFF") and the Southern Mono Healthcare District (hereinafter "DISTRICT"). COUNTY and DISTRICT are collectively referred to herein as the "Parties."

### RECITALS

A. The DISTRICT is a Local Healthcare District duly organized and existing under the laws of the State of California and more particularly Health and Safety Code §§ 32000, et seq. the DISTRICT owns and operates Mammoth Hospital.

B. SHERIFF is a law enforcement agency operating within Mono County and is an agency of COUNTY.

C. SHERIFF has individuals in the custody of the Mono County jail (hereinafter "Inmates"). In connection therewith, SHERIFF personnel may determine an Inmate is in need of medical treatment and may bring the Inmate to Mammoth Hospital for such treatment. SHERIFF also from time to time transports individuals who are not Inmates but are in need of medical services to medical facilities, including to Mammoth Hospital.

D. The Parties are making and entering into this Agreement pertaining to such occurrences.

NOW THEREFORE, IN CONSIDERATAION OF THE MUTUAL PROMISES, TERMS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

### AGREEMENT

1. Term of Agreement. This Agreement shall be effective as of the date later executed by the Parties and shall remain in effect unless terminated by either party upon thirty (30) days written notice.

2. Description of Services by DISTRICT. When an inmate of the Mono County jail requires hospital clinical evaluation, testing, treatment, or care (hereinafter referred to as "services" or "hospital services"), SHERIFF may transport that inmate to the Mammoth Hospital emergency room (ER), or the appropriate specialty clinic (by appointment), at DISTRICT. DISTRICT will provide services to the inmate as determined by its medical staff to be necessary or appropriate, with informed consent from the inmate or pursuant to a bona fide legal exception to the requirement for informed consent as set forth in paragraph 12.

3. SHERIFF'S Obligation – Inmate security. SHERIFF'S personnel shall take all reasonable steps and actions necessary to control the conduct of inmates so as to ensure the integrity of any of the Mammoth Hospital clinical care areas, and to ensure the safety of such persons in custody, other patients, personnel and DISTRICT property. Such reasonable steps shall include, but not be limited to:

a. SHERIFF'S personal use of face covering while in any hospital building for the duration of the Coronavirus public health emergency declared on January 31, 2020 by the Secretary of Health and Human Services, or until such time as face covering requirements are no longer in effect, whichever occurs first.

b. SHERIFF shall ensure that inmates wear face coverings while in any hospital building, except that in cases where an inmate claims that a face covering cannot be

tolerated due to a disability, SHERIFF shall instead make best efforts to ensure that the inmate follows all hospital guidelines and hospital personnel's instruction to maintain safe physical distance from others for the duration of the Coronavirus public health emergency declared on January 31, 2020 by the Secretary of Health and Human Services.

4. Insurance or Third-Party Payment Source. Prior to invoicing SHERIFF for the costs of hospital services provided pursuant to this Agreement, DISTRICT will make reasonable efforts to determine whether there is private insurance coverage or any other third party payment source available to cover all or a part of the costs of providing services and will bill such insurance or other payment source.

5. Compensation and Fees. SHERIFF will make payment to DISTRICT for services rendered to any Inmate in accordance with the following:

A. *Rates for hospital care.* DISTRICT shall bill the SHERIFF at DISTRICT's standard charge rates. DISTRICT shall accept 75% of billed charges as payment in full, less any reimbursement to the hospital from a third party health insurance company. DISTRICT agrees to bill other payers for medical service upon being presented with eligible insurance by inmate or SHERIFF which, if available, shall toll the payment deadline from the SHERIFF in the event the insurance company denies payment. If DISTRICT receives a denial for payment from other insurance payors, DISTRICT will bill the SHERIFF for said services within one hundred twenty (120) days of providing said services. If the SHERIFF or the Inmate does present information to the DISTRICT indicating the availability of third party health insurance for the services provided pursuant to this Agreement, the DISTRICT shall bill the SHERIFF within sixty (60) days after an insurance claim has been processed by the insurance company. Any untimely bills need not be paid by the SHERIFF.

B. *Payment by SHERIFF.* Upon receipt of an invoice for services rendered to an inmate for whom SHERIFF is financially responsible, SHERIFF will, to the extent reasonably practicable, make payment to DISTRICT within thirty (30) days.

6. Hospital Care for Inmates Released from Custody. From time to time, inmates of the Mono County Jail are, for reasons related to their charges, personal and criminal history, and the population limits of the jail, released from custody pursuant to a promise to appear for subsequent criminal proceedings or as a result of a reduction in their full sentence. Inmates released for the above reasons may have acute pre-existing medical conditions which necessitate their direct transfer by SHERIFF to Mammoth Hospital. The Parties acknowledge and agree that SHERIFF is not responsible for the costs of medical services provided by DISTRICT to these individuals, notwithstanding its provision of transport. SHERIFF will make its best efforts to provide notice of its non-responsibility for payment for individuals released from custody on the PRP Form at the time of admission.

9. Notice. Any invoice, notice, or other written communication related to this Agreement will be provided to the following:

SHERIFF:  
Arlene Mills  
Sheriff's Finance Officer  
P.O. Box 616  
Bridgeport, CA 93517  
(760) 932-5278

DISTRICT:  
Tom Parker  
Mammoth Hospital CEO  
P.O. Box 660  
Mammoth Lakes, CA 93546  
(760) 924-4082

Whenever written notice is required to be given by any section or provision of this Agreement, the date of the written notice shall be the date it is personally served on the

individual listed above or five (5) days from the date it is deposited for first-class mailing, postage pre-paid, and addressed as set forth in this section.

Either Party may change the contact person and/or contact information listed in this section by providing the other Party with written notice of the change.

10. Medical Care Audit Committee.

- A. The Parties agree to the formation of a Medical Care Audit Committee consisting of a representative of SHERIFF'S management, a representative of SHERIFF'S fiscal staff, a representative of COUNTY, a representative of DISTRICT's management staff, a representative of DISTRICT's fiscal staff, and a representative of DISTRICT's medical staff. The Committee will meet annually, or more frequently as needed, to discuss issues related to the implementation of this Agreement and to hear any issue brought under sub-sections (b) and (c) below.
- B. In the event that either Party disagrees with the actions of the other in compliance with the obligations and responsibilities set forth in this Agreement, then that Party shall give written notice to the individual representing the other Party, as listed in section 9, setting forth the subject of the disagreement and containing as much detail as necessary to fully apprise that individual of the circumstances. If the matter is not resolved informally between the Parties' representatives, including their chain of command, within fifteen (15) business days of the date of the notice, then the matter shall be referred to the Medical Care Audit Committee (hereinafter the "Committee") for review as provided in sub-section (c).
- C. The Committee will meet within sixty (60) days of the date of written notice to resolve any issue referred to it pursuant to sub-section (b). The Committee shall make every effort to achieve a resolution by consensus. If the Committee is unable to reach consensus, then the opinion of the majority of its members shall prevail. In the event there is no majority opinion, either Party may exercise or pursue any remedy available to it at law or in equity.

11. Indemnification. MONO COUNTY shall hold harmless, defend and indemnify DISTRICT and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of this Agreement (hereinafter "claims"), which are caused or alleged to be caused, in whole or in part, by any negligent or willful act or omission of MONO COUNTY, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, unless the claims are also caused or alleged to be caused, in whole or in part, by the negligent or willful act or omission of DISTRICT any subcontractor of DISTRICT, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

DISTRICT shall hold harmless, defend and indemnify MONO COUNTY and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of this Agreement, which are caused or alleged to be caused, in whole or in part, by any negligent or willful act or omission of DISTRICT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, unless the claims are also caused or alleged to be caused, in whole or in part, by the negligent or willful act or omission of SHERIFF or COUNTY any subcontractor of SHERIFF or COUNTY, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

12. Informed Consent. Except where otherwise authorized by law, patients must review, complete and execute admission forms and provide informed consent for medical treatment. From time to time, SHERIFF may deliver an inmate for treatment for whom there is a court order authorizing medical treatment, or for whom emergency or other circumstances provide an exception to the requirement for informed patient consent. In these circumstances, SHERIFF's personnel may execute admissions forms if requested by DISTRICT. Consent for treatment shall be pursuant to the applicable court order, or exception thereto.

13. Insurance. DISTRICT shall procure and maintain, during the entire term of this Agreement the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder:

*Workers' Compensation*. DISTRICT shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement.

A. *General Liability*. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by DISTRICT under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$5,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

B. *Professional Errors and Omissions Liability Insurance*. A policy of Professional Errors and Omissions Liability Insurance appropriate to DISTRICT's profession (i.e., medical malpractice insurance) in an amount of not less than \$1,000,000.00 per claim or occurrence and \$3,000,000 aggregate.

*Coverage and Provider Requirements*. Insurance policies shall not exclude or except from coverage any of the services and work performed by DISTRICT under this Agreement. Prior to commencing any work under this agreement, DISTRICT shall provide COUNTY: (1) a certificate of insurance evidencing the coverage required with Mono County PO Box 2415 Mammoth Lakes, CA 93546 as certificate holder.

14. Status of DISTRICT. All acts of DISTRICT, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of SHERIFF or COUNTY. DISTRICT, 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, SHERIFF or COUNTY, except as expressly provided by law. No agent, officer, or employee of SHERIFF is to be considered an employee of DISTRICT. It is understood by both DISTRICT 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. DISTRICT shall determine the method, details, and means of performing the work and services to be provided by DISTRICT under this Agreement.

B. DISTRICT 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 DISTRICT in fulfillment of this Agreement.

- C. DISTRICT, 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 SHERIFF or COUNTY.

15. Funding Limitation. The ability of COUNTY to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, COUNTY has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying DISTRICT of the termination, reduction, or modification of available funding.

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

17. Integration. It is intended by the Parties that this Agreement be the final expression of the intentions and agreements of the Parties. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or in writing, between the Parties hereto and contains all of the covenants and agreements between the parties. No other agreements, representations, inducements, or promises, not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing and signed by the party to be charged.

18. 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 is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

19. Severance. In the event any term or provision of this Agreement is deemed to be in violation of law, null and void, or otherwise of no force or effect, the remaining terms and provisions of this Agreement shall remain in full force and effect.

20. Governing Law, Venue. This Agreement shall be interpreted under the laws of the State of California. Exclusive venue for any legal action shall be Mono County, California.

21. Effect of Waiver. No waiver of any breach of any term, covenant, agreement, restriction, or condition of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant, agreement, term, restriction, or condition of this Agreement. The consent or approval of either party to or of any action or matter requiring consent or approval shall not be deemed to waive or render unnecessary any consent to or approval of any subsequent or similar act or matter.

22. Joint Preparation. This Agreement shall be deemed to be jointly prepared by all parties hereto. In connection therewith, the provisions of Civil Code §1654 shall not be deemed applicable in the event of any interpretation of this Agreement.

23. Facsimile Signatures. Counterparts. Facsimile signature pages shall be deemed original signature pages and shall be admissible as the same in a court or other tribunal as though such were originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. All of such counterpart signature pages shall read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

24. Entire Agreement: This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not

embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

**EXECUTION**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS OF THE DATE SET FORTH ABOVE.

**COUNTY**

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

Title: Board Chair

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

**DISTRICT**

By:  \_\_\_\_\_  
Thomas S. Parker (Oct 13, 2021 11:26 PDT)

Title: Mammoth Hospital CEO

**SHERIFF**

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

Title: Mono County Sheriff

APPROVED AS TO FORM:

 \_\_\_\_\_  
Stacey Sirizon (Sep 28, 2021 15:55 PDT)  
County Counsel

APPROVED BY RISK MANAGEMENT:

 \_\_\_\_\_  
Mono County Risk Manager

# Sheriff Agreement for Inmate Services (1)

Final Audit Report

2021-10-13

Created:	2021-10-13
By:	Jacob Sloane (jsloane@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjbosrf3XbnlIStH_x1gy75sEzAlngVYfy

## "Sheriff Agreement for Inmate Services (1)" History

-  Document created by Jacob Sloane (jsloane@mono.ca.gov)  
2021-10-13 - 6:04:51 PM GMT- IP address: 162.252.88.212
-  Document emailed to Thomas S. Parker (tom.parker@mammothhospital.com) for signature  
2021-10-13 - 6:05:28 PM GMT
-  Email viewed by Thomas S. Parker (tom.parker@mammothhospital.com)  
2021-10-13 - 6:25:16 PM GMT- IP address: 207.5.81.194
-  Document e-signed by Thomas S. Parker (tom.parker@mammothhospital.com)  
Signature Date: 2021-10-13 - 6:26:54 PM GMT - Time Source: server- IP address: 207.5.81.194
-  Agreement completed.  
2021-10-13 - 6:26:54 PM GMT





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 2, 2021

**TIME REQUIRED**

**SUBJECT** National Association of Counties'  
(NACo) 2021-2022 Committee  
Appointments

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Letters from National Association of Counties (NACo) to Board of Supervisors regarding appointments as members of the Environment, Energy and Land Use Steering Committee, Community, Economic and Workforce Development Steering Committee, Resilient Counties Advisory Board, Rural Action Caucus (RAC), and Human Services and Education Steering Committee.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Queenie Barnard

**PHONE/EMAIL:** 7609325534 / qbarnard@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Letters</a></p>
--

**History**

Time	Who	Approval
10/20/2021 12:12 PM	County Counsel	Yes
10/26/2021 11:11 AM	Finance	Yes
10/29/2021 12:32 AM	County Administrative Office	Yes



Dear Hon. Rhonda Duggan,

As president of the National Association of Counties (NACo), it is my pleasure to confirm your nomination as a Environment, Energy and Land Use Steering Committee member and offer my congratulations!

National Committee membership is a serious responsibility that takes commitment, but it is also a rewarding experience. NACo's strength is in our committees, and your active participation will add to that strength. The expertise and engagement of our steering committee members like you is a major reason why Congress and federal agencies often look to NACo for feedback on legislative policy decisions being made in Washington D.C. This nomination to a NACo steering committee also presents a great opportunity to share information and learn from your county colleagues.

As a member of the Environment, Energy and Land Use Steering Committee, it is important to stay informed of legislative and regulatory action relevant to your committee. Your NACo committee liaison is Adam Pugh (apugh@naco.org), and the legislative assistant for this committee is Aaliyah Nedd (anedd@naco.org). Your committee liaison will send regular email correspondence to committee members, and you are responsible for reviewing the information supplied and responding accordingly.

As a member of a NACo steering committee, you are expected to participate in our monthly conference calls and attend both NACo's Legislative Conference and Annual Conference. Monthly conference calls are a great way to stay up to date on developments from Capitol Hill and provide a platform to discuss county issues with your colleagues across the nation. Please note the following dates and locations for the upcoming conferences:

NACo's 2022 Legislative Conference, February 12 – 16, 2022 in Washington, DC  
NACo's 2022 Annual Conference, July 21-24, 2022, in Adams County/Aurora, Colorado

Again, congratulations on your nomination to the Environment, Energy and Land Use Steering Committee. This promises to be an exciting year, and I look forward to working closely with you to further the goals of our nation's counties.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry Johnson", written in a cursive style.

Larry Johnson  
President



Dear Hon. Jennifer Kreitz,

As president of the National Association of Counties (NACo), it is my pleasure to confirm your nomination as a Community, Economic and Workforce Development Steering Committee member and offer my congratulations!

National Committee membership is a serious responsibility that takes commitment, but it is also a rewarding experience. NACo's strength is in our committees, and your active participation will add to that strength. The expertise and engagement of our steering committee members like you is a major reason why Congress and federal agencies often look to NACo for feedback on legislative policy decisions being made in Washington D.C. This nomination to a NACo steering committee also presents a great opportunity to share information and learn from your county colleagues.

As a member of the Community, Economic and Workforce Development Steering Committee, it is important to stay informed of legislative and regulatory action relevant to your committee. Your NACo committee liaison is Michael Matthews ([mmatthews@naco.org](mailto:mmatthews@naco.org)), and the legislative assistant for this committee is Sarah Gimont ([sgimont@naco.org](mailto:sgimont@naco.org)). Your committee liaison will send regular email correspondence to committee members, and you are responsible for reviewing the information supplied and responding accordingly.

As a member of a NACo steering committee, you are expected to participate in our monthly conference calls and attend both NACo's Legislative Conference and Annual Conference. Monthly conference calls are a great way to stay up to date on developments from Capitol Hill and provide a platform to discuss county issues with your colleagues across the nation. Please note the following dates and locations for the upcoming conferences:

NACo's 2022 Legislative Conference, February 12 – 16, 2022 in Washington, DC  
NACo's 2022 Annual Conference, July 21-24, 2022, in Adams County/Aurora, Colorado

Again, congratulations on your nomination to the Community, Economic and Workforce Development Steering Committee. This promises to be an exciting year, and I look forward to working closely with you to further the goals of our nation's counties.

Sincerely,

Larry Johnson  
President



August 13, 2021

Hon. John Peters  
District 4 County Supervisor  
Mono County  
PO Box 128  
Bridgeport, California 93517

Dear District 4 County Supervisor Peters,

As President of the National Association of Counties (NACo), it is my pleasure to appoint you to these committees:

Resilient Counties Advisory Board	County Board Member
Rural Action Caucus (RAC)	Vice Chair
Human Services and Education Steering Committee	Vice Chair

You were chosen because my goal is to build a talented and committed leadership team for NACo. Our strength at NACo is in our members and their involvement. Emerging from the last year of challenges, uncertainty and, in many cases, tragedy, we are ready to **THRIVE**.

My presidential initiative will highlight your service and the important work of your committees in these realms: **Technology, Health, Readiness, Infrastructure, Vulnerable Populations and Economic Opportunities**. I am counting on you to advance my initiative to make life better for all those we serve.

Your NACo committee staff liaison will follow up with you to provide specific details on the committee's work and future meeting dates, such as the **NACo Legislative Conference, February 12-16, 2022 in Washington, D.C.**

If you are unable to accept a position or feel this selection was in error, please inform Jenny Hilscher at [jhilscher@naco.org](mailto:jhilscher@naco.org).

I look forward to working with you!

With respect,

Larry Johnson  
President



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 2, 2021

**Departments: CAO, Public Health**

**TIME REQUIRED** 30 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Robert C. Lawton, CAO, Bryan  
Wheeler, Public Health Director

**SUBJECT** COVID-19 (Coronavirus) Update

**AGENDA DESCRIPTION:**

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

Update on Countywide response and planning related to the COVID-19 pandemic.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Robert C. Lawton

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time	Who	Approval
10/20/2021 12:12 PM	County Counsel	Yes
10/26/2021 10:47 AM	Finance	Yes
10/29/2021 12:31 AM	County Administrative Office	Yes



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 2, 2021

**Departments: County Administrative Officer**

**TIME REQUIRED** 30 Minutes

**SUBJECT** Office of Emergency Services

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Robert C. Lawton, County  
Administrative Officer

---

### **AGENDA DESCRIPTION:**

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

Provide direction to staff regarding establishment of full time Emergency Operations Manager and Emergency Operations Planner positions and migration of Emergency Operations responsibilities from the Sheriff's Office to the County Administrator's Office.

---

### **RECOMMENDED ACTION:**

- 1) Adopt a proposed Resolution authorizing the County Administrative Officer to amend the County of Mono Position Allocation List, adding 1.0 FTE Emergency Operations Manager, and 1.0 FTE Emergency Operations Planner.
- 2) Direct staff to prepare for Board consideration amendments to Mono County Code Chapter 2.60 – EMERGENCY SERVICES which would move the Office of Emergency Services (OES) from within the Mono County Sheriff's Office to within the County Administrative Office.
- 3) Direct staff to work with the Sheriff's Office in developing an implementation and transition plan for the realignment of OES responsibilities.
- 4) Direct the County Administrator to procure resources for a coordinated review of Mono County policies, procedures and local ordinances related to Emergency Services with findings and recommendations to be presented to the Disaster Council and Board of Supervisors.
- 5) Direct staff to return to the Board with a detailed financing plan for the Office and positions prior to submission of the Mid Year Budget.

---

### **FISCAL IMPACT:**

Full implementation of the recommended action's personnel costs would range from \$236,532 to \$278,734 to be paid for by a combination of funds from the following sources: Homeland Security Grant funds; Emergency Management Performance Grant funds; American Rescue Plan Act funds; and County General Funds

---

**CONTACT NAME:** Robert C. Lawton

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

---

**SEND COPIES TO:**

---

**MINUTE ORDER REQUESTED:**

YES  NO

---

## ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution to Amend Position Allocation List</a>
<a href="#">Draft Position Description Emergency Operations Manager</a>
<a href="#">Draft Position Description Emergency Operations Planner</a>
<a href="#">Estimated Personnel Cost Ranges</a>

---

### History

Time	Who	Approval
10/29/2021 11:16 AM	County Counsel	Yes
10/29/2021 11:28 AM	Finance	Yes
10/29/2021 3:38 PM	County Administrative Office	Yes



**COUNTY ADMINISTRATIVE OFFICER  
COUNTY OF MONO**

Robert C. Lawton  
PO Box 696  
Bridgeport, CA 93517-0696

(760) 932-5410

[rlawton@mono.ca.gov](mailto:rlawton@mono.ca.gov)  
[www.mono.ca.gov](http://www.mono.ca.gov)

**BOARD OF SUPERVISORS**

CHAIR

Jennifer Kreitz / District 1

VICE CHAIR

Bob Gardner / District 3

Stacy Corless / District 5

Rhonda Duggan / District 2

John Peters / District 4

**COUNTY DEPARTMENTS**

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. Tim Kendall

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Malinda Huggins

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Alicia Vennos

EMERGENCY MEDICAL SERVICES

Chief Chris Mokracek

FINANCE

Janet Dutcher

INFORMATION TECHNOLOGY

Nate Greenberg

PROBATION

Karin Humiston

PUBLIC HEALTH

Bryan Wheeler

PUBLIC WORKS

Tony Dublino

SOCIAL SERVICES

Kathy Peterson

To: Mono County Board of Supervisors  
From: Robert C. Lawton, County Administrative Officer November 2,  
Date: 2021  
Re: Office of Emergency Services Proposal and Allocation List  
Amendment

**Recommended Actions:**

Staff recommends that the Board of Supervisors:

- 1) Adopt a proposed Resolution authorizing the County Administrative Officer to amend the County of Mono Position Allocation List, adding 1.0 FTE Emergency Operations Manager, and 1.0 FTE Emergency Operations Planner.
- 2) Direct staff to prepare for Board consideration amendments to Mono County Code Chapter 2.60 – EMERGENCY SERVICES which would move the Office of Emergency Services (OES) from within the Mono County Sheriff's Office to within the County Administrative Office.
- 3) Direct staff to work with the Sheriff's Office in developing an implementation and transition plan for the realignment of OES responsibilities.
- 4) Direct the County Administrator to procure resources for a coordinated review of Mono County policies, procedures and local ordinances related to Emergency Services with findings and recommendations to be presented to the Disaster Council and Board of Supervisors.
- 5) Direct staff to return to the Board with a detailed financing plan for the Office and positions prior to submission of the Mid Year Budget.

**Fiscal Impact:**

Full implementation of the recommended action's personnel costs would range from \$236,532 to \$278,734 to be paid for by a combination of funds from the following sources: Homeland Security Grant funds; Emergency Management Performance Grant funds; American Rescue Plan Act funds; and County General Funds.

The anticipated annual cost of the Emergency Operations Manager position would be \$90,295 - \$109,754 in At-Will Range

12 salary (per Ralph Andersen & Associates) and approximately \$35,124 - \$38,308 in benefits, totaling \$125,419 - \$148,062 and is *not* included in the Fiscal Year 2021-22 Adopted Budget.

The anticipated annual cost of the Emergency Operations Planner position would be \$78,000 - \$94,809 in At Will Range 9 salary (per Ralph Andersen & Associates) and approximately \$33,113 - \$35,863 in benefits, totaling \$111,113 - \$130,672 and is *not* included in the Fiscal Year 2021-22 Adopted Budget.

**Background:**

Over the past several years, numerous deadly disasters have impacted California residents, and communities nationwide. Mono County alone has experienced wildfires, paralyzing winter storms and, most recently, an earthquake. Presidential Disaster Declarations have been issued this year in California for record setting wildfires involving the loss of hundreds of thousands of acres and numerous lives.

On occasion, Mono County is called on to provide disaster assistance for counties contiguous to our own, even as we recognize the limitations of our own resources.

Regardless of the reasons for the increase in disaster response, it appears more natural disasters are occurring and the need to be prepared is paramount to protection of our residents, businesses and natural resources.

Emergency Services and the provision thereof has become increasingly complex. Layers of state and national requirements for emergency preparedness and response are challenging to navigate and ultimately require more resources than Mono County currently allocates.

The complexity and frequency of large-scale disasters in California and across the nation dictate necessary enhanced readiness for residents and neighboring jurisdictions beyond our organization's current capacity. The expectation and delivery of thorough and holistic emergency services has grown nationally, and even globally, and the growth of Mono County demands similar attention, so that when called upon, our local government is prepared to handle emergencies or disasters on a much greater scale than it has experienced in the past.

Local government plays the most active role in emergency operations. County governments must directly confront – and solve - the real, physical problems of protection of life and property, food and shelter, care of the injured, care of deceased, containment, and recovery throughout the disaster.

Emergency Services within an organization is multi-faceted with the four primary elements being Preparedness, Response, Recovery and Mitigation.

An Emergency Management office / division, or commonly referred to as an Office of Emergency Services (OES), is many things with respect to ongoing and active preparedness, response and mitigation, but is primarily a resource-based function during a disaster. While there are too many ongoing duties to list fully, key functions include:

- Provide and document training such as the Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS) for County staff and neighboring jurisdictions

- Select and provide training for all section chiefs responsible for staffing an Emergency Operations Center (EOC)
- Create and / or keep up to date and furnish a “ready at all times” EOC
- Create and / or keep up to date and furnish a “ready at all times” back up EOC
- Develop and keep up to date Emergency Operations Plans (EOP) and annexes to those plans
- Develop and keep up to date agreements (i.e., shelter, food, supplies, mutual aid)
- Develop and assist in coordinating emergency response plans for animals
- Purchase and keep up to date necessary EOC equipment such as back up cell phones, radios, analog lines for emergencies, visual equipment, computers and associated software, etc.
- Develop ongoing public relations campaigns providing residents and visitors with preparation reminders and resources
- Conduct periodic tabletop exercises and live drills for disaster events
- Ensure County staff understand their responsibilities and perform their respective roles in a disaster
- Seek out and apply for grants departments can use to acquire necessary emergency equipment and staffing
- Develop and maintain ongoing relationships with local, state and federal representatives, and advocate for resources necessary to disaster preparation and response
- Coordinate additional training for County staff such as FEMA, statewide or County-specific internal training
- Coordinate and lead the Local Disaster Council
- Update and create new Standard Operating Procedures (SOP)
- Manage web and social media information for Preparedness, Response and Recovery
- Coordinate with local schools
- Identify and recruit volunteers

### **Discussion:**

In 2020 and 2021, the Governor’s Budgets reflected massive appropriations for emergency service-related items, including enhancement of State staffing resources and coordinating outreach to a level much higher than previously experienced. Similarly, additional revenue has been appropriated for, but not limited to, local grant matches, funding for additional outreach and preparedness at the local level, exploration of countywide warning system enhancements and non-reimbursable disaster assistance expenditures.

### **Office of Emergency Services – Tasks and Assignments**

From an operational perspective, the current design of the Mono County OES is challenging, with only one staff member, a Sheriff’s Department Sergeant whose duties include being a part-time coordinator for Countywide emergency services. A lack of resources is apparent when considering the absence of a formal Emergency Operations Center (EOC) coupled with the massive duties of the Sheriff’s Department during a disaster. Typically, current tasks and assignments of an Emergency Operations Manager include, but are not limited to:

- Frequent requests to attend meetings and provide policy level and critical decision information at meetings with State, Federal and local leaders
- Works with and provides support for special districts, schools and incorporated cities / towns through its multi-hazard mitigation plans and grant application submittals and monitoring
- Represents the County as liaison to local, regional, State and Federal stakeholders
- Activates and directs the EOC for emergencies and/or disasters
- Provide support for recovery efforts to assist the community recovering from a disaster
- Maintains the primary, alternate and mobile EOC's in a constant state of readiness which includes physically inspecting the EOC on a regular basis, assessing technology readiness and communication / information devices for repairs and / or upgrades
- Ensures staffing for the EOC
- Work with County partners to plan for the continuity of essential operations during a disaster
- Provides training and exercises for staff assigned to the EOC and coordinate with outside entities for training and exercises
- Conducts public outreach and education related to emergency preparedness, response and recovery
- Develops, administers and monitors the division budget
- Tracks ongoing emergency services legislation and advises the County Administrator and Board of Supervisors
- Seeking, applying for, and administering complex grants and providing technical expertise to outside entities on grant administration
- Production and renewal of numerous standard operating procedures
- Maintains the Countywide Emergency Operations Plan
- Updates and renews the Multi-Hazard Multi-Jurisdictional Mitigation Plan

Additional demands have been placed on emergency operations over the last several years;

- Implementation, per FEMA policy, of the Integrated Public Alert and Warning System (IPAWS)
- Local response and coordination of PG&E's Public Safety Power Shutdown program, requiring an additional standard operating procedure to be created, monitored and implemented at the local level
- Coordination of multiple animal rescue groups for sheltering per FEMA guidance
- Provides immediate on-site assistance at the request of other jurisdictions due to EMMA requests during disasters.
- Implementation per state law of cultural competence into its emergency plans as well as coordinating forums for community engagement on the topic and authorize a county to establish a community advisory board for the purpose of coordinating and conducting outreach

### **Office of Emergency Services – Enhancing Levels of Service & Meeting Today's Demand**

An OES must evolve and continue establishing a greater internal and external presence. The Sheriff currently provides staff for emergency services. However, the Sheriff's Office has

immediate and critical first responder responsibilities that usually require most, if not all, of the Office's resources. The County lacks a full-time position dedicated to emergency services before, during and after an event. As an example, the Multi-hazard Mitigation Plan process identified a large number of stakeholder groups the County serves, but it is imperative that connections with those groups persist beyond completion of the plan document.

Public engagement and information dissemination through various channels must be expanded as technological solutions are undoubtedly primary sources of information for existing County residents and visitors, as well as future residents Mono County expects to attract.

An OES must consist of a sufficient number of well-trained, experienced employees prepared to coordinate requests and actions taken to preserve life and property. To maintain the confidence and support of the "first responder" community and others, OES must have sufficient resources to be effective at resource procurement and incident management. Additionally, participation in, and leadership of, regional and statewide meetings, conferences and committees are important. This allows for Mono County to learn from the successes and failures of other agencies and share our own experiences as well.

Moving forward, staff recommends that OES enhance disaster preparation and awareness among county residents and businesses by strategies including the following:

- Develop OES agreements for disaster incident donation coordination with community organizations
- Explore disaster medical care agreements with local hospital and primary care providers
- Develop and implement an extensive public outreach / marketing and education platform for disaster preparedness, response and recovery with primary engagement being schools, non-profits, businesses and residents
- Explore opportunities to develop a permanent and functional EOC location and back-up location
- Develop a comprehensive communications plan for residents and businesses that build levels of disaster preparedness and resiliency
- Assist in developing a comprehensive business continuity plan
- Investigate and conduct due diligence for early warning solutions

### **Office of Emergency Services – Staffing**

An Emergency Services Manager position is typically responsible for both planning and preparation for disaster operations and the coordination of emergency operations during a disaster. While an Emergency Services Manager may not be directly involved in long-term recovery, this individual can be an invaluable resource for the efforts of the recovery team.

Although local officials such as the Board of Supervisors and the County Administrator bear the ultimate responsibility for our community's preparedness, the emergency manager's skills, knowledge and performance play a big factor in the success or failure of the community's response to a large-scale disaster. Emergency managers' function between making executive level decisions on occasion and carrying out specific actions defined in the emergency operations plan, however, can sometimes lack proper critical decision-making authority.

Often, critical decisions must be immediately made by the Director of Emergency Services (County Administrator, Sheriff, etc. depending on County ordinances or charters). Availability of

the Director may be impacted due to long hours of service during a disaster, off-time (illness or out of state/country), or multiple task requirements, which can cause delays. In some instances, communication resources may be down and not available. Critical decisions include but are not limited to urgent notifications to the public, mutual aid, signature authority for disaster declarations, standing up additional resources or significant requests for personnel or specific expenditure needs.



R21-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE  
OFFICER TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS  
TO ADD ONE (1) EMERGENCY OPERATIONS MANAGER AND ONE (1)  
EMERGENCY OPERATIONS PLANNER**

**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:

//  
//  
//  
//  
//  
//  
//  
//  
//  
//

1 Add the allocation of one (1) full-time permanent, at-will, **Emergency Operations**  
2 **Manager** (new total: one) (salary range \$90,295 - \$109,754 per annum), and one (1) full-time  
3 permanent, at-will, **Emergency Operations Planner** (new total: one) (salary range \$78,000 -  
4 \$94,809 per annum).

5 **PASSED, APPROVED** and **ADOPTED** this 2nd day of November, 2021, by the  
6 following vote, to wit:

7 **AYES:**

8 **NOES:**

9 **ABSENT:**

10 **ABSTAIN:**

11  
12 \_\_\_\_\_  
13 Jennifer Kreitz, Chair  
14 Mono County Board of Supervisors

15 **ATTEST:**

16 **APPROVED AS TO FORM:**

17 \_\_\_\_\_  
18 Clerk of the Board

19 \_\_\_\_\_  
20 County Counsel

## CLASS SPECIFICATION

**CLASS:** Emergency Operations Manager  
**ALLOCATION:** County Administrator's Office  
**FLSA STATUS:** Exempt

### **JOB SUMMARY:**

Under general direction of the County Administrator, plan, organize and manage the Emergency Services function; coordinate County emergency and disaster related efforts in planning, response, recovery and mitigation issues; develop and administer plan modification, outreach, training and reporting activities; maintain the County Emergency Operations Center in a constant state of readiness; on behalf of the County Administrator, provide strategic and operational oversight to county agencies involved in emergency or disaster matters.

This is the managerial level in the emergency services series.

### **CLASS CHARACTERISTICS:**

This position reports directly to the County Administrator. This class is distinguished from the County Administrator in that the latter is responsible for the administration and overall direction of the Emergency Services function, in addition to overall coordination and provision of all County services.

### **EXAMPLES OF DUTIES:**

#### **Essential:**

- Direct and manage the operations of the Emergency Services Division; assist County with emergency planning and development plans; ensure a constant state of disaster readiness.
- Determine emergency service and disaster preparedness program objectives and priorities consistent with established goals approved by the Board of Supervisors and County Administrator; develop strategies to integrate and focus various approaches to achieve program objectives.
- Assist with research and determination of funding sources for various programs and/or projects; prepare grant applications; assist with administration of grants and monitoring of sub-grantees; monitor grant expenditures; provide guidance in the completion of State and Federal grant fund reporting documentation.
- Research and develop operational procedures and protocol for County emergency management functions; assist County departments, agencies and stakeholder groups to identify areas of emergency response that may require Office of Emergency Services (OES) involvement; advise and assist various groups including County staff, special districts, cities and businesses in reviewing and/or developing emergency preparedness plans.
- Conduct surveys to determine the types of emergency-related needs to be addressed in disaster planning or provide technical support to others conducting such surveys; formulate and implement programs, policies, plans and procedures for monitoring and reviewing OES responses in times of disaster.
- Serve as a liaison with Cal EMA, FEMA, County Administrator, Board of Supervisors, County Department Heads, other governmental agencies, non-governmental organizations and private non-profits.
- Ensure proper documentation for compliance with Federal and State reporting.
- Develop, prepare and maintain the County's Emergency Operations Plan; work closely with emergency responders for related plan review and updates; develop and present emergency services training to public employees.
- Oversee the operation and coordination of a the Mobile Incident Command Vehicle when needed for operational area response.
- Manage the County's Multi-hazard Mitigation Plan and may assist partner agencies in coordinating development of their plans if needed
- Activate the County Emergency Operations Center (EOC) and oversee, coordinate and direct EOC operations during emergency disaster response on a relief or as-assigned basis.
- Request appropriate sources of mutual aid during large scale emergencies; assist with completing appropriate After Action/Correction Action reports following an emergency seeking reimbursement funding.
- Collaborate with other officials to prepare and analyze damage assessments following disasters or emergencies; prepare emergency situation status reports that describe response and recovery efforts, needs and preliminary damage assessments and prepare follow-up and corrective action recommendations for review with County staff, participating agencies and the Board of Supervisors.

- Research, prepare and maintain a variety of technical, statistical, administrative and narrative reports and correspondence; perform special projects and tasks as assigned in support of emergency services operations.
- Participate in the administration of the emergency services budget including forecasting funds; monitor departmental budget and expenditures.

**Important:**

- Comply with all County equipment and safety policies and procedures, and California Occupational Safety and Health Administration (CalOSHA) rules and regulations.
- Drive a motor vehicle in the course of work to access work sites.
- May supervise assigned staff on a project, during an emergency incident or on a day-to-day basis.

**EMPLOYMENT STANDARDS:**

**Knowledge of:**

- Principles, practices, methods and techniques of modern disaster response including the use of Standardized Emergency Management System (SEMS), Operational Area Satellite Information System (OASIS), State Resource Information Management System (RIMS), Geographic Information System (GIS), Hazards US (HAZUS), the National Incident Management System (NIMS) and the Incident Command System (ICS).
- Principles and practices of emergency response planning, training and management.
- Emergency services and communications systems, equipment and procedures utilized in staffing and coordinating activities within an emergency operations center.
- Techniques for dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person and over the telephone, occasionally where relations may be confrontational or strained.
- Conditions leading to major emergencies, their effects, mitigation, response lines, lines of authority, resource requirements, damage assessment, recovery methods and safety and survival procedures.
- Federal, state and local laws, codes, ordinances related to emergency planning and operations.
- Principles and practices of management necessary to assist with planning, analyzing, developing, evaluating and directing the diverse and complex activities of County government.
- Principles and practices of budget development and administration, public funding and state and federal reimbursement processes.
- Methods and techniques of developing and presenting technical documentation and training materials.
- Administrative principles and practices including the preparation of policies and procedures.
- Standard office equipment and computer applications related to the work.
- The structure and content of the English language, including the meaning and spelling or words, rules of composition and grammar.
- Principles and practices of public health, hospital, law enforcement, fire and public works operations.
- Principles and practices of technical and functional supervision and training.
- Business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.
- Principles of site-to-site radio functions, requirements per the federal communications commission and interoperable communications.

**Skill in:**

- Understanding, interpreting, applying and explaining complex local, state and federal rules and regulations governing emergency preparedness.
- Training and facilitating others in policies and procedures related to the work.
- Assessing and prioritizing multiple tasks, projects and demands within limited timeframes.
- Exercising authority and providing direction in various situations, as required.
- Exercising sound independent judgment within general policy guidelines.
- Assessing, prioritizing multiple tasks, projects and demands.
- Using initiative and independent judgment within general policy guidelines.
- Developing, recommending and implementing goals, objectives, policies, procedures and work standards.
- Evaluating program strategies, analyzing alternatives, defining problem areas and recommending solutions.

- Preparing clear, concise, reports, correspondence and other written materials.
- Developing and maintaining accurate logs, records and files.
- Effectively using tact, patience, courtesy, discretion and prudence in dealing with those contacted in the course of the work.
- Managing one's own time and the time of others.
- Identifying complex problems, analyzing information and evaluating results to develop and evaluate options and implement solutions.
- Planning, directing and reviewing the work of others on a project or day-to-day basis.

**Ability to:**

- Give full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate and not interrupting at inappropriate times.
- Perform calmly, purposefully and appropriately in emergency and stressful situations.
- Maintain composure, keep emotions in check, control anger, and avoid aggressive behavior, even in very difficult situations.
- Evaluate alternate courses of action and make decisions under the pressures of disaster and emergency situations.
- Gather and evaluate information in order to reason logically, draw valid conclusions, take appropriate actions and/or make appropriate recommendations.
- Deal tactfully and effectively with the public, regulatory agencies and policy-making bodies, vendors, consultants and others contacted in the course of the work.
- On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational situations, technical policies and procedures.
- Organize, plan and prioritize work, developing specific goals and plans to accomplish the work in a timely manner as established by regulations and local policy.
- Pay attention to detail and be thorough in completing work tasks.
- Communicate clearly and concisely, both orally and in writing.
- Adapt quickly to changes in policies, procedures and assignments.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- Coordinate emergency services planning with other governmental and non-governmental agencies as appropriate.
- Analyze the potential for disasters and oversee development and production of a comprehensive plan for mitigation, response and recovery including research and modification of elements of existing comprehensive emergency response plans.
- Direct an emergency response program involving a variety of agencies and departments, volunteer groups, businesses and community service organizations.

**Physical Demands:** The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential function of the job, with or without accommodation. Prospective employees must complete a pre-employment medical exam which will measure the following abilities:

- See well enough to read fine print and view a computer screen; speak and hear well enough to understand, respond, and communicate clearly in person and on the telephone.
- Independent body mobility sufficient to stand, sit, walk, stoop and bend to access the work environment and a standard office environment; mobility to work in some very adverse conditions including mud, smoke, heat, cold, rain, high winds and steep terrain to observe emergency conditions or conduct training exercises.
- Manual dexterity and sufficient use of hands, arms and shoulders to repetitively operate a keyboard and to write; and the ability to sit or walk for prolonged periods of time.
- Operate a Mobile Incident Command Vehicle when needed for operational area response and to drive a motor vehicle to visit sites and attend meetings.
- Occasionally lift, carry, push, pull or otherwise move bags or boxes of material weighing up to 75 pounds.

Accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

**Work Environment:**

- May require work with exposure to dangerous conditions, extreme weather, physical harm and infectious diseases.
- May require unusual or prolonged work hours during emergencies or disasters and during training programs or emergency preparedness exercises.

**QUALIFICATIONS:**

The minimum and preferred requirements are listed below. While the following requirements outline the minimum qualifications, Human Resources reserves the right to select applicants for further consideration who demonstrate the best qualifications match for the job. Meeting the minimum qualifications does not guarantee further participation in selection procedures.

**Licenses and Certification:**

- The ability to obtain a valid California Class C driver's license within ten (10) days of employment and maintain it throughout employment.

**Special Requirements:**

- Must successfully complete an extensive and thorough background investigation including Live Scan fingerprinting prior to hire.
- DMV printout prior to hire.
- Attend meetings outside of normal working hours including weekends.
- Must file statements of economic interest with the appropriate agency.
- Will be required to perform disaster service activities pursuant to Government Code 3100 -3109.
- Must be able to implement appropriate response to any County emergency within 30 minutes of being notified.

**Education and Experience:**

**MINIMUM:** Bachelor's Degree from an accredited college or university with major course work in business or public administration, public safety/emergency management or a field related to the work; completion of State and Federally sponsored courses in disaster preparedness, response and recovery; and three years of professional experience planning, managing, or organizing for disaster relief, emergencies, and civil defense, either in an office of emergency services or in the police, fire protection, emergency medical or other related field.

Candidates with strong experience who lack the degree are encouraged to apply.

**PREFERRED:** In addition to the minimum requirements, certification as a trainer in Incident Command Systems (ICS), Standardized Emergency Management Services (SEMS) and/or National Incident Management System (NIMS); Standardized Emergency Management System (SEMS)/National Incident Management System (NIM S) credentialing through CalEMA; certification in emergency management or its equivalent issued by the International Association of Emergency Managers (IAEM), National Coordinating Council of Emergency Management or an equivalent agency; and/or the completion of Federal Emergency Management Agency Professional Development Series.

**This class specification lists the major duties and requirements of the job. Incumbent may be expected to perform job-related duties other than those contained in this document.**

## CLASS SPECIFICATION

**CLASS:** Emergency Operations Planner  
**ALLOCATION:** County Administrator's Office  
**FLSA STATUS:** Exempt

### **JOB SUMMARY:**

Under general direction, perform analytical and administrative duties in support of the daily operations of the Division of Emergency Services; assist with the coordination, planning and training of county employees and stakeholders; assist in developing policies and procedures and implement program goals and objectives; maintain the County Emergency Operations Center in a constant state of readiness; may serve as project manager on emergency management projects; assist in maintaining emergency management budget and compliance with federal grant guidelines; and other duties as assigned.

This is the journey level in the emergency services analyst series.

### **CLASS CHARACTERISTICS:**

This position reports directly to the Emergency Operations Manager. This class is distinguished from the Emergency Operations Manager in that the latter is responsible for the daily administration and management of the Emergency Services function.

### **EXAMPLES OF DUTIES:**

#### **Essential:**

- Assist in the development of operational procedures and protocols for County Emergency Management functions.
- Research, prepare, and maintain a variety of technical, statistical, administrative and narrative reports and correspondence; perform special projects and tasks as assigned in support of emergency services operations.
- Assist County departments, agencies and stakeholder groups in identifying and addressing potential areas of disaster exposure; Assist various groups, including County departments and programs, special districts, cities, businesses, non-profits and non-governmental organizations in reviewing and/or developing emergency preparedness plans.
- Assist in preparing and providing emergency management exercises, including training for Emergency Operations Center Management staff, County program/department representatives, County staff, first responders, non-profits, and non-governmental organizations.
- Attend periodic on-going training to gain additional knowledge and remain current in knowledge in the area of emergency management.
- Function as a member of the Emergency Operations Center Management team and may be required to operate a Mobile Incident Command Vehicle when needed for operational area response.
- Respond to and assist in the coordination of emergency efforts by cities, state and federal agencies, and other public jurisdictions, private entities and volunteer organizations during emergencies.
- Assist with division budget by tracking expenditures, purchases and other financial business.
- Assist with research and determination of funding sources for various programs and/or projects; prepare grant applications; assist with administration of grants and monitoring of sub-grantees; monitor grant expenditures; provide guidance in the completion of State and Federal grant fund reporting documentation.
- Ensure proper documentation for compliance with Federal and State reporting.
- Assist in completing After Action/Corrective Action reports following a declared emergency, hosted drill or exercise.
- Assist County departments with the reimbursement process through the California Disaster Assistance Act and the Federal Emergency Management Agency, in collecting and submitting all necessary documentation on behalf of the County.
- Assist citizens in applying for individual assistance through state or federal disaster assistance funds.
- Assist with the creation of Local Assistant Centers (LAC) in the recovery process.
- Assist in promoting public education and outreach programs on emergency preparedness.
- Make public speaking presentations to groups, organizations or at events on emergency management.
- Coordinate special projects and tasks as assigned in support of the division.

#### **Important:**

- Comply with all County equipment and safety policies and procedures, and California Occupational Safety and Health Administration (CalOSHA) rules and regulations.

- May represent the Division of Emergency Management and the County of Mono at local, state and federal meetings related to emergency management and occasionally act on behalf of the Emergency Operations Manager.
- Drive a motor vehicle in the course of the work to access work sites.
- May supervise assigned staff on a project or day-to-day basis.

### **EMPLOYMENT STANDARDS:**

#### **Knowledge of:**

- Principles and practices of emergency response planning, training and management.
- Principles, practices, methods and techniques of modern disaster response including the use of Standardized Emergency Management System (SEMS), Operational Area Satellite Information System (OASIS), State Resource Information Management System (RIMS), Geographic Information System (GIS), Hazards US (HAZUS), the National Incident Management System (NIMS) and the Incident Command System (ICS).
- Principles and practices of public health, hospital, law enforcement, fire and public works operations.
- Principles and practices of project planning, development and evaluation, including preparation, implementation and administration of policies and procedures.
- Basic elements of an effective emergency operations plan.
- Federal, state and local laws, codes, ordinances related to emergency planning and operations.
- Records management and retention schedules for emergency services documents.
- Techniques for dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person, via telephone and electronically, when relations may be strained.
- Standard office equipment and computer applications related to the work.
- Principles and practices of budget development and administration, public funding and state and federal reimbursement processes.
- Emergency services and communications systems, equipment and procedures utilized in staffing and coordinating activities within an emergency operations center.
- Conditions leading to major emergencies, their effects, mitigation, response lines, lines of authority, resource requirements, damage assessment, recovery methods and safety and survival procedures.
- Methods and techniques of developing and presenting technical documentation and training materials.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition and grammar.
- Principles and practices of technical and functional supervision and training.

#### **Skill in:**

- Developing, recommending and implementing goals, objectives, policies, procedures and work standards.
- Evaluating program strategies, analyzing alternatives, defining problem areas and recommending solutions.
- Understanding, interpreting, applying and explaining complex local, state and federal rules and regulations governing emergency preparedness.
- Training and facilitating others in policies and procedures related to the work.
- Assessing and prioritizing multiple tasks, projects and demands within limited timeframes.
- Exercising authority and providing direction in various situations, as required.
- Exercising sound independent judgment within general policy guidelines.
- Preparing clear, concise, reports, correspondence and other written materials.
- Developing and maintaining accurate logs, records and files.
- Effectively using tact, patience, courtesy, discretion and prudence in dealing with those contacted in the course of the work.
- Communicating clearly and concisely, both orally and in writing.
- Planning, directing and reviewing the work of others on a project or day-to-day basis.

#### **Ability to:**

- Give full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate and not interrupting at inappropriate times.
- Perform calmly, purposefully and appropriately in emergency and stressful situations.
- Maintain composure, keep emotions in check, control anger, and avoid aggressive behavior, even in very difficult situations.
- Evaluate alternate courses of action and make decisions under the pressures of disaster and emergency situations.

- Make effective written and verbal presentations to large civic groups, official bodies, and the general public to provide information.
- Gather and evaluate information in order to reason logically, draw valid conclusions, take appropriate actions and/or make appropriate recommendations.
- Deal tactfully and effectively with the public, regulatory agencies and policy-making bodies, vendors, consultants and others contacted in the course of the work.
- On a continuous basis, know and understand all aspects of the job.
- Organize, plan and prioritize work, developing specific goals and plans to accomplish the work in a timely manner as established by regulations and local policy.
- Pay attention to detail and be thorough in completing work tasks.
- Adapt quickly to changes in policies, procedures and assignments.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- Coordinate emergency services planning with other governmental agencies.
- Analyze the potential for disasters and assist development and production of a comprehensive plan for mitigation, response and recovery including research and modification of elements of existing comprehensive emergency response plans.

**Physical Demands:** The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential function of the job, with or without accommodation. Prospective employees must complete a pre-employment medical exam (Occupational Group V) which will measure the following abilities:

- See well enough to read fine print and view a computer screen; speak and hear well enough to understand, respond, and communicate clearly in person and on the telephone.
- Independent body mobility sufficient to stand, sit, walk, stoop and bend to access the work environment and a standard office environment; mobility to work in some very adverse conditions including mud, smoke, heat, cold, rain, high winds and steep terrain to observe emergency conditions or conduct training exercises.
- Manual dexterity and sufficient use of hands, arms and shoulders to repetitively operate a keyboard and to write; and the ability to sit or walk for prolonged periods of time.
- Operate a Mobile Incident Command Vehicle when needed for operational area response and to drive a motor vehicle to visit sites and attend meetings.
- Occasionally lift, carry, push, pull or otherwise move bags or boxes of material weighing up to 75 pounds.

Accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

**Work Environment:**

- May require work with exposure to dangerous conditions, extreme weather, physical harm and infectious diseases.
- May require unusual or prolonged work hours during emergencies or disasters and during training programs or emergency preparedness exercises.

**QUALIFICATIONS:**

The minimum and preferred requirements are listed below. While the following requirements outline the minimum qualifications, Human Resources reserves the right to select applicants for further consideration who demonstrate the best qualifications match for the job. Meeting the minimum qualifications does not guarantee further participation in selection procedures.

**Licenses and Certification:**

- The ability to obtain a valid California Class C driver's license within ten (10) days of employment and maintain it throughout employment.

**Special Requirements:**

- Must successfully complete an extensive and thorough background investigation including Live Scan fingerprinting prior to hire.
- DMV printout prior to hire.
- Attend meetings outside of normal working hours including weekends.
- Must file statements of economic interests.
- Will be required to perform disaster service activities pursuant to Government Code 3100-3109.
- Must be able to implement appropriate response to any County emergency within 30 minutes of being notified.

**Education and Experience:**

**MINIMUM:** Bachelor's Degree from an accredited college or university with major course work in business or public administration, public safety/emergency management or a field related to the work; and one year of technical-level experience performing disaster planning, management or response or successful completion of state and federally sponsored courses in disaster preparedness, response and recovery.

Candidates with strong experience who lack the degree are encouraged to apply.

**PREFERRED:** In addition to the minimum requirements, certifications or credentialing in emergency services programs or as a trainer of emergency services programs, the completion of Federal Emergency Management Agency Professional Development Series; or professional experience planning, managing, or organizing for disaster relief, emergencies, and civil defense, either in an office of emergency services or in the police, fire protection, emergency medical or other related field.

**This class specification lists the major duties and requirements of the job. Incumbent may be expected to perform job-related duties other than those contained in this document.**

**ESTIMATED PERSONNEL COST RANGES**

**EMERGENCY OPERATIONS MANAGER**

		<u>Range 12, Step A</u>		<u>Range 12, Step E</u>	
Employee (At-Will)	2022 Rates	Monthly	Annual	Monthly	Annual
Salary		\$7,525	\$90,295	\$9,146	\$109,754
PERS (Non-Safety)	0.1071	\$806	\$9,671	\$980	\$11,755
401a	0.03	\$226	\$2,709	\$274	\$3,293
Medicare	0.0145	\$109	\$1,309	\$133	\$1,591
SDI	0.012	\$90	\$1,084	\$110	\$1,317
Health Insurance (\$593, \$1,185, \$1,540)	\$1,540	\$1,540	\$18,480	\$1,540	\$18,480
Dental Insurance (\$36, \$63, \$100)	\$63	\$100	\$1,200	\$100	\$1,200
Vision Care (\$14, \$21, \$35)	\$21	\$35	\$420	\$35	\$420
Life Insurance	\$21	\$21	\$252	\$21	\$252
<b>TOTAL</b>		<b><u>\$10,452</u></b>	<b><u>\$125,419</u></b>	<b><u>\$12,338</u></b>	<b><u>\$148,062</u></b>
Salary		\$7,525	\$90,295	\$9,146	\$109,754
Benefits		\$2,927	\$35,124	\$3,192	\$38,308

**EMERGENCY SERVICES PLANNER**

		<u>Range 9, Step A</u>		<u>Range 9, Step E</u>	
Employee (At-Will)	2022 Rates	Monthly	Annual	Monthly	Annual
Salary		\$6,500	\$78,000	\$7,901	\$94,809
PERS (Non-Safety)	0.1071	\$696	\$8,354	\$846	\$10,154
401a	0.03	\$195	\$2,340	\$237	\$2,844
Medicare	0.0145	\$94	\$1,131	\$115	\$1,375
SDI	0.012	\$78	\$936	\$95	\$1,138
Health Insurance (\$593, \$1,185, \$1,540)	\$1,540	\$1,540	\$18,480	\$1,540	\$18,480
Dental Insurance (\$36, \$63, \$100)	\$63	\$100	\$1,200	\$100	\$1,200
Vision Care (\$14, \$21, \$35)	\$21	\$35	\$420	\$35	\$420
Life Insurance	\$21	\$21	\$252	\$21	\$252
<b>TOTAL</b>		<b><u>\$9,259</u></b>	<b><u>\$111,113</u></b>	<b><u>\$10,889</u></b>	<b><u>\$130,672</u></b>
Salary		\$6,500	\$78,000	\$7,901	\$94,809
Benefits		\$2,759	\$33,113	\$2,989	\$35,863

**\$236,532**

**\$278,734**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 2, 2021

**Departments: CAO**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Robert C. Lawton, CAO

**SUBJECT** Second Amendment to Agreement with Municipal Resources Group (MRG)

### AGENDA DESCRIPTION:

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

Proposed second amendment to contract with Municipal Resources Group (MRG) to authorize the provision of services in support of the County's human resources division.

### RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize the County Administrative Officer to execute said contract on behalf of the County. Provide any desired direction to staff.

### FISCAL IMPACT:

The existing contract with Municipal Resources Group has a contract limit of \$52,000. The proposed amendment would add \$50,000 to the existing agreement, for a total not-to-exceed amount of \$102,000.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 760-924-1704 / [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov)

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">Amendment</a>
<a href="#">First Amendment</a>
<a href="#">Original Agreement</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/28/2021 11:23 AM	County Counsel	Yes
10/26/2021 11:11 AM	Finance	Yes
10/29/2021 12:32 AM	County Administrative Office	Yes



**COUNTY ADMINISTRATIVE OFFICER  
COUNTY OF MONO**

Robert C. Lawton  
PO Box 696  
Bridgeport, CA 93517-0696  
(760) 932-5410  
[rlawton@mono.ca.gov](mailto:rlawton@mono.ca.gov)  
[www.mono.ca.gov](http://www.mono.ca.gov)

**BOARD OF SUPERVISORS**

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

To: Mono County Board of Supervisors  
From: Robert C. Lawton, County Administrative Officer November 2,  
Date: 2021  
Re: Second Amendment to Agreement with Municipal Resources  
Group

**COUNTY DEPARTMENTS**

ASSESSOR  
Hon. Barry Beck  
DISTRICT ATTORNEY  
Hon. Tim Kendall  
SHERIFF / CORONER  
Hon. Ingrid Braun  
ANIMAL SERVICES  
Malinda Huggins  
BEHAVIORAL HEALTH  
Robin Roberts  
COMMUNITY DEVELOPMENT  
Wendy Sugimura  
COUNTY CLERK-RECORDER  
Scheereen Dedman  
COUNTY COUNSEL  
Stacey Simon, Esq.  
ECONOMIC DEVELOPMENT  
Alicia Venno  
EMERGENCY MEDICAL SERVICES  
Chief Chris Mokracek  
FINANCE  
Janet Dutcher  
INFORMATION TECHNOLOGY  
Nate Greenberg  
PROBATION  
Karin Humiston  
PUBLIC HEALTH  
Bryan Wheeler  
PUBLIC WORKS  
Tony Dublino  
SOCIAL SERVICES  
Kathy Peterson

**Recommended Actions:**

Staff recommends that the Board of Supervisors:

- 1) Approve County entry into proposed contract and authorize the County Administrative Officer to execute said contract on behalf of the County.
- 2) Provide any desired direction to staff.

**Fiscal Impact:**

The existing contract with Municipal Resources Group has a contract limit of \$52,000. The proposed amendment would add \$50,000 to the existing contract, for a total not-to-exceed amount of \$102,000.

**Background:**

Mono County Human Resources is staffed with 3.0 FTE: 1.0 FTE Director, 1.0 FTE Human Resources Specialist and 1.0 FTE Human Resources Generalist. The position of Human Resources Director has been vacant since February 2021 and recruitment for that position is currently underway.

Although the vacant Director position is filled on an interim basis, that has not alleviated the need for additional staff capacity to meet the immediate needs of client Departments. Further, important strategic objectives have been delayed by the need for additional staff pending the hiring of a permanent Director.

**Discussion:**

Municipal Resources Group is currently supporting the County's Strategic Planning efforts and providing additional consultative services as needed. This contract amendment would extend that engagement to provide specific operational support in an area where capacity limitations have inhibited the ability of other Departments to carry out their public service missions.

**AGREEMENT AND SECOND AMENDMENT TO  
AGREEMENT BETWEEN THE COUNTY OF MONO AND  
MUNICIPAL RESOURCE GROUP LLC FOR THE PROVISION OF  
STRATEGIC PLAN SERVICES**

This Agreement and Second Amendment is entered into by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Municipal Resource Group, LLC of Wilton, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about June 3, 2021, and first amended on September 21, 2021, pertaining to Contractor's provision of services related to strategic plan development, emergency preparedness, justice equity and diversity and human resources functions of the County (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

**WHEREAS**, in the performance of services under the Contract, Contractor and County have identified additional work within the area of human resources where Contractor's experience and expertise could enhance the County's programs and operations and help to fill gaps due to current staffing shortages; and

**WHEREAS**, accordingly, there is a need to amend the scope of work, contract limit and schedule of fees of the Contract to provide for such additional human resources services;

**NOW, THEREFORE**, the parties agree as follows:

1. Paragraph 3.D. of the Contract ("Limit Upon Amount Payable") is hereby amended to increase the contract limit from \$52,000 to \$102,000.
2. The Scope of Work (Exhibit A) of the Contract is hereby amended to add the additional tasks set forth in the attached "Mono County Contract Amendment #2 Scope of Work" ("Attachment 2"), which is incorporated by this reference.
3. The Schedule of Fees (Exhibit B) of the Contract is hereby amended to add the Rates set forth in Attachment 2 for work provided pursuant to this Second Amendment.
4. All other provisions of the Contract (which includes the First Amendment) not modified herein shall remain in full force and effect.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.**

**COUNTY OF MONO:**

**CONTRACTOR:**

\_\_\_\_\_  
Robert C. Lawton, County  
Administrative Officer

\_\_\_\_\_  
Mary Egan, Municipal Resource Group

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

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

# MONO COUNTY AND MRG CONTRACT AMENDMENT #2

## Mono County Scope of Work – Human Resources Support Services

### Scope of Work

MRG will support Mono County with various project consulting services as listed below. The County has immediate needs in recruitment, HR Operations, Policy and Procedure review and development, research, review and implementation of a software-based recruitment platform.

**HR On-Demand**—Serving as trusted advisor, MRG Consultants will provide guidance and advice on a full range of simple to more complex HR issues on a regular basis. With further review and research, MRG will assist the County in determining which concerns are escalated for legal review. HR project-based services are also provided upon request and as needed:

1. Recruitment and Selection
  - Review job description and duties for possible updates
  - Prepare recruitment plan and outreach
  - Assist in the review process and candidate communications
2. Human Resources Technology review
  - Review current programs and software
  - Identify, research and recommend applicable programs
  - Assist and implement a recruitment platform (e.g., CalOpps, NeoGov or other)
3. Classification Analysis
  - Conduct job analysis, needs analysis and reclassification evaluations
  - Train staff on Classification and Compensation general practices
  - Analyzing data and information related to salary and compensation
  - Develop new, compliant job descriptions and related application materials, if necessary
4. Discipline and Retention
  - Consider implementation of Coaching program associated with performance evaluation systems
  - Developing and administering performance improvement plans
  - Review current progressive discipline, employee, and agency documents to prepare disciplinary documentation
5. Organizational Assessments/Change Management
  - Department review for functional efficiencies, compliance, and best practice recommendations
  - Prepare and facilitate an internal customer service survey to assess the effectiveness of a department
  - Review the departmental structure, compare benchmarks to similar agencies

- Assist in the messaging and strategic planning for Change Management in an agency to align with Executive mission and vision

6. Workplace Investigations

- Recommend initial intake and analysis of complaint to determine if an investigation is warranted. Review with HR to determine the best course of action.
- Coordinate with HR contact to schedule interviews with assigned investigator
- Debrief with HR for post-investigation conflict resolution

**Project Rates**

<i>Effective January 1, 2021</i>	<i>Rate</i>
Human Resources Professional Services	\$225
Principal Consultant Professional Services – Mary Egan and Robert Bendorf	\$250
Investigative Services	\$295
Technical Support (MRG Staff)	\$95
Mileage, Travel, Printing and Postage, etc.	At cost

Expenses may include postage, document production and travel expenses when in-person assistance is scheduled.

**AGREEMENT AND FIRST AMENDMENT TO  
AGREEMENT BETWEEN THE COUNTY OF MONO AND  
MUNICIPAL RESOURCE GROUP LLC FOR THE PROVISION OF  
STRATEGIC PLAN SERVICES**

This Agreement and First Amendment is entered into by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Municipal Resource Group, LLC of Wilton, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about June 3, 2021 and pertaining to Contractor's provision of Strategic Plan development services to the County (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

**WHEREAS**, Contractor and County have determined that it would be beneficial for Contractor to provide consulting services to County related to the following additional areas: (1) emergency services, (2) justice, equity and diversity (JEDI); (3) human resources; and (4) other project-based subject matter expertise consulting as requested by the County; and

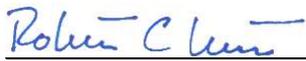
**WHEREAS**, accordingly, there is a need to amend the scope of work, contract limit and schedule of fees of the Contract to provide for such additional services;

**NOW, THEREFORE**, the parties agree as follows:

1. Paragraph 3.D. of the Contract ("Limit Upon Amount Payable") is hereby amended to increase the contract limit from \$30,000 to \$52,000.
2. The Scope of Work (Exhibit A) of the Contract is hereby amended to add the additional tasks set forth in the attached "Mono County Contract Amendment #1 Scope of Work" (the "Attachment"), which is incorporated by this reference.
3. The Schedule of Fees (Exhibit B) of the Contract is hereby amended as set forth in the Attachment, under the heading "Project Fees".
4. All other provisions of the Contract not modified herein shall remain in full force and effect.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.**

**COUNTY OF MONO:**



Robert C. Lawton, County  
Administrative Officer

09-21-2021

Date

**CONTRACTOR:**

  
Mary Egan (Sep 21, 2021 14:08 PDT)

Mary Egan, Municipal Resource Group

Sept 21, 2021

Date

Approved as to Form:

  
Stacey Sizemore (Sep 21, 2021 13:28 PDT)

County Counsel

**MONO COUNTY AND MRG  
CONTRACT AMENDMENT #1  
SCOPE OF WORK**

At the request of the County Administrator, MRG has been asked to amend its contract to expand its scope of work. Work associated with the amendment will be performed by Robert Bendorf, who possesses the relevant subject matter expertise, and also potential assistance from MRG human resource professionals. The amended scope of work includes the following elements:

**Justice, Equity, Diversity and Inclusion (JEDI)** - Assist the JEDI group in incorporating the initiative with the Strategic Plan and explore opportunities for further education and training with Mono County's organization and potentially community groups.

**Emergency Services** – Coordinate with the Sheriff, Social Services, County Administrator and others as necessary to develop and implement an enhanced Emergency Services management approach. The approach will include but not be limited to; updating of policies, training recommendations, facility and equipment needs, define duties of an emergency manager and recommending staff resource allocations for effective emergency management, addressing Preparedness, Response, Recovery and Mitigation.

**Human Resources** – Mono County recognizes the need to assess the current state of Human Resources which currently has an interim director and only one other employee. Initial discussions have shown that measurable data is not tracked, recruitments are lagging and there is a lack of appropriate human resource staff to adequately address day-to-day operations. Robert and MRG Human Resource professionals will assess the current state of human resources, provide recommendations and assist in developing / updating policies, procedures and explore technological solutions to improve responsiveness and record keeping.

**Project Management** – In general, Robert will provide his project management expertise as needed and requested by the County Administrator.

**Project Fees:**

The estimated amount for the amended services above is \$22,000 which will be invoiced at \$250 per hour (approximately 80 hours) plus expenses. Expenses include but are not limited to travel expenses, mileage (at current IRS rates), printing, postage, parking, and tolls. Hotel stays and meals will be billed at 100% cost.

Additional work not contemplated in this proposal will be billed at \$250 per hour and will begin only after agreed upon between the CAO and MRG.

**AGREEMENT BETWEEN COUNTY OF MONO  
AND MUNICIPAL RESOURCE GROUP, LLC  
FOR THE PROVISION OF STRATEGIC PLAN SERVICES**

**INTRODUCTION**

WHEREAS, the COUNTY OF MONO (hereinafter referred to as “County”) may have the need for the strategic planning services of MUNICIPAL RESOURCE GROUP, LLC, a California limited liability company, (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

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

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

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

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

**2. TERM**

The term of this Agreement shall be from June 1, 2021, to December 31, 2024 unless sooner terminated as provided below.

### 3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed Thirty Thousand and NO/100 Dollars (\$30,000.00), (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

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

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

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

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

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

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

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

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

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or

manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

## 8. WORKERS' COMPENSATION

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

## 9. INSURANCE

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

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

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

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

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

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

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

## **10. STATUS OF CONTRACTOR**

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

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

## **11. DEFENSE AND INDEMNIFICATION**

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

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

## **12. RECORDS AND AUDIT**

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

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

## **13. NONDISCRIMINATION**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

#### **14. TERMINATION**

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

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 14 shall not apply.

#### **15. ASSIGNMENT**

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

#### **16. DEFAULT**

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

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

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

#### **18. CONFIDENTIALITY**

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

#### **19. CONFLICTS**

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

**20. POST-AGREEMENT COVENANT**

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

**21. SEVERABILITY**

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

**22. FUNDING LIMITATION**

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

**23. AMENDMENT**

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

**24. NOTICE**

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

County of Mono:  
Robert Lawton, CAO  
74 N. School Street  
PO Box 696  
Bridgeport, California 93517

Contractor:  
Municipal Resource Group, LLC  
Mary Egan  
PO Box 561  
Wilton, California 95693

**25. COUNTERPARTS**

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

**26. ENTIRE AGREEMENT**

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

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 3rd DAY OF June, 2021.**

**COUNTY OF MONO**

**CONTRACTOR**

By: *Robert C. [Signature]*  
Title: County Administrative Officer  
Dated: Jun 3, 2021

By: *Mary Egan* (Jun 3, 2021 09:35 PDT)  
Title: Mary Egan  
Dated: Jun 3, 2021

APPROVED AS TO FORM:

*[Signature]*  
Stacey Sizemore (Jun 3, 2021 09:33 PDT)  
County Counsel

APPROVED BY RISK MANAGEMENT:

*Jacob Sloane*  
Jacob Sloane (Jun 3, 2021 09:27 PDT)  
Risk Manager

## ATTACHMENT A

### AGREEMENT BETWEEN COUNTY OF MONO AND MUNICIPAL RESOURCE GROUP, LLC FOR THE PROVISION OF STRATEGIC PLANNING SERVICES

#### TERM:

**FROM: June 1, 2021 TO: December 31, 2024**

#### SCOPE OF WORK:

The Mono County Strategic Framework is a five-year plan, 2019-2024. As with most strategic plans, they are living / breathing documents, requiring frequent periodic reviews. Reviews typically have the outcomes of identifying accomplishments from previous iterations, obtain input from internal and external stakeholders to determine the current set of circumstances and environment, and ultimately provide for recommended edits and adjustments to be considered by the Board of Supervisors.

#### PHASE 1

A. Municipal Resource Group, LLC (“MRG”) Consultant Robert Bendorf (“Consultant”) will coordinate a virtual “kick-off” meeting with the CAO and subsequently conduct virtual and/or arrive onsite to conduct interviews to determine what current aspects of the plan’s goals have been accomplished, progress updates on all others and what may need to be added / deleted / modified.

- Interviews will be approximately 1 hour each. Initial interviews shall include:
  - Each Member of the Mono County Board of Supervisors;
  - County Counsel;
  - Department Heads;
  - Per the CAO if necessary, selected external leaders (City Managers, Mayors, Special District Representatives, etc.); and
  - Per the CAO if necessary, form an Ad-Hoc Committee of the Board of Supervisors to discuss updates to the plan. This committee will meet in person or virtually and with the CAO and additional persons as he deems necessary.

B. Based on the initial interviews, Consultant will:

- Provide recommendations to the CAO based on initial feedback and / or the Ad-Hoc Committee; and
- Work with the CAO to determine if next steps will occur and / or if the Consultant/MRG is requested to assist with organizational development consistent with the strategic plan development.

#### PHASE 2

A. After Phase I, at the direction and upon approval of the CAO, Consultant shall continue with the following steps which include, but are not limited to, the following (listed in no particular order):

- Two 90-minute public stakeholder and local government meetings facilitated by the consultant and county administration or individual meetings with representatives of public or private partners;
- Complete follow up interviews with elected and appointed department heads or others if needed;

- Continue to work on organizational development issues consistent with the strategic plan development with an emphasis on linkages to organizational performance and taxpayer investment strategies; and
- Coordinate a workshop to engage the entire Board of Supervisors on plan update progress and determine any additional direction.

### **PHASE 3**

A final draft update to the plan will be provided by Consultant after all CAO approved next steps/tasks are completed. This phase also involves a presentation to the Board of Supervisors of the final recommended update to the Strategic Plan, seeking their approval. If changes are requested by the Board, then Consultant will update the draft in accordance with Board direction and provide a final updated strategic plan to County.

#### **Client Responsibilities:**

- Client will provide a copy of the most current Strategic Plan to each department head and member of the Board of Supervisors for review/refresh at least two weeks prior to the commencement of Phase 1;
- Client will assist consultant in coordinating interview dates and times;
- Client will print materials that are sent in PDF format at least 5 days prior to any facilitated workshop, committee meetings or events in which the consultant may need them;
- Client will provide venue, hospitality, and AV / set-up equipment such as flip charts, markers, laptop, projector, and screen.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND MUNICIPLE RESOURCE GORUP, LLC  
FOR THE PROVISION OF STRATEGIC PLANNING SERVICES**

**TERM:**

**FROM: June 1, 2021**

**TO: December 31, 2024**

**SCHEDULE OF FEES:**

**Project Fees:**

MRG has estimated the amount for the proposed services, referenced above in Phases 1-3, to be \$25,600.00 which will be invoiced at \$250.00 per hour (approximately 100 hours), plus expenses. Expenses include but are not limited to travel expenses, mileage (at current IRS rates), printing, postage, parking, and tolls. Hotel stays and meals will be billed at 100% cost. MRG estimates \$600.00 for expenses for 1 roundtrip. Pursuant to paragraph 3.D. of this agreement, the Contract Limit is \$30,000. County expressly reserves the right to deny payment or reimbursement to Contractor which exceeds this amount.

The fee structure for Phase 1-3 is inclusive of phone calls, verbal updates, and emails, etc. between Consultant and the CAO or their representatives. The project scope includes in-person meetings, following current health and safety guidelines for the region. Consultant has the flexibility to attend virtually as needed.

Additional work not contemplated in the above Scope of Work will be billed at \$250.00 per hour and will begin only after agreed upon between the CAO and MRG. If the total amount will exceed the Contract Limit, then this Agreement must be amended before additional expenses are incurred or paid.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 2, 2021

**Departments: County Counsel**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Stacey Simon, County Counsel

**SUBJECT** Resolution Authorizing Virtual Meetings under AB 361

**AGENDA DESCRIPTION:**

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

Proposed resolution authorizing remote teleconference meetings for the period of November 2, 2021 through December 2, 2021, pursuant to AB 361.

**RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** x1704 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff report</a>
<a href="#">Proposed resolution</a>
<a href="#">Recommendation</a>
<a href="#">Resolution R21-69</a>

**History**

Time	Who	Approval
10/20/2021 12:10 PM	County Counsel	Yes

10/26/2021 10:54 AM

Finance

Yes

10/29/2021 12:31 AM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

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

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**  
*Mono County*

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

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

**Paralegal**  
Kevin Moss

To: Board of Supervisors  
From: Stacey Simon  
Date: November 2, 2021  
Re: Resolution Authorizing Virtual Meetings Under AB 361

**Recommended Action**

Adopt proposed resolution authorizing remote meetings of the Board of Supervisors for the period of November 2, 2021, through December 2, 2021, pursuant to AB 361.

**Strategic Plan Focus Areas Met**

Economic Base     Infrastructure     Public Safety  
 Environmental Sustainability     Mono Best Place to Work

**Discussion**

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That Proclamation remains in effect. Subsequently, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which modified the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the “Brown Act”), in order to allow legislative bodies to meet from remote locations without opening those locations to the public or complying with certain agenda requirements. Those modifications remained in effect through September 30, 2021.

In anticipation of the expiration of the applicable provisions of Executive Order N-29-20, the California legislature adopted, and Governor Newsom signed, AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet under the modified teleconferencing rules until January 1, 2024, if the meeting occurs during a proclaimed state of emergency and the legislative body finds that it has reconsidered the circumstances of the state of emergency and either: measures to promote social distancing have been imposed or recommended by local health officials; or the state of emergency continues to directly impact the ability of the members to meet safely in person.

The Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings. A copy of the memo memorializing that recommendation is included in your agenda

materials. The proposed resolution would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing. If the Board adopts the proposed resolution, then it may continue to meet under the modified Brown Act teleconference rules of AB 361 through December 2, 2021.

In order to continue to meet under those modified rules after December 2, the Board will again need to reconsider the circumstances of the state of emergency and again make one of the additional findings required by AB 361.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1700.



R21-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING REMOTE TELECONFERENCE MEETINGS  
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FOR THE  
PERIOD OF NOVEMBER 2, 2021 THROUGH DECEMBER 2, 2021,  
PURSUANT TO AB 361**

**WHEREAS**, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic, which Proclamation remains in effect; and

**WHEREAS**, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, modifying the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), subject to compliance with certain requirements; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, providing that the modifications would remain in place through September 30, 2021; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361, providing that a legislative body subject to the Brown Act may continue to meet under modified teleconferencing rules if the meeting occurs during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing; and

**WHEREAS**, the Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings of legislative bodies of the County of Mono, a copy of that recommendation is attached as an exhibit and incorporated herein; and

**WHEREAS**, in the interest of public health and safety, and in response to the local recommendation for measures to promote social distancing, the Mono County Board of Supervisors deems it necessary to invoke the provisions of AB 361 related to teleconferencing for such legislative bodies;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FINDS AND RESOLVES** that:

**SECTION ONE:** The recitals set forth above are true and correct and are adopted as findings of the Legislative Body.

**SECTION TWO:** The Legislative Body has reconsidered the circumstances of the State of Emergency.

1           **SECTION THREE:** State or local officials have recommended measures to promote  
2 social distancing, including the holding of virtual meetings for legislative bodies within the  
3 County of Mono that are subject to the Brown Act.

4           **SECTION FOUR:** Meetings of the Board of Supervisors shall be held 100% virtually  
5 through December 2, 2021.

6           **SECTION FIVE:** Staff is directed to return to the Board no later than thirty (30) days  
7 after the adoption of this resolution for the Board to consider whether to again make the findings  
8 required to continue meeting under the modified teleconference procedures of AB 361 after  
9 December 2, 2021.

10           **PASSED, APPROVED and ADOPTED** this 2d day of November, 2021, by the  
11 following vote, to wit:

12 **AYES:**

13 **NOES:**

14 **ABSENT:**

15 **ABSTAIN:**

\_\_\_\_\_  
Jennifer Kreitz, Chair  
Mono County Board of Supervisors

16  
17           ATTEST:

APPROVED AS TO FORM:

18  
19  
20           \_\_\_\_\_  
Clerk of the Board

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



# MONO COUNTY HEALTH DEPARTMENT

## Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284

P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

To: Board of Supervisors

From: Bryan Wheeler, Director of Public Health

Re: Recommendation regarding Social Distancing and Virtual Meetings

Both Mono County “covering” Health Officer Dr. Rick Johnson and I strongly recommend that physical/social distancing measures continue to be practiced throughout our Mono County communities, including at meetings of the Board of Supervisors and other County-related legislative bodies subject to the Brown Act, to minimize the spread of COVID-19.

Whether vaccinated or not, positive individuals are contracting the Delta variant and infecting others in our communities. Social distancing and masking are crucial mitigation measures to prevent the disease’s spread. Virtual board meetings allow for the participation of the community, county staff, presenters, and board members in a safe environment, with no risk of contagion. It is recommended that legislative bodies in Mono County implement fully-remote meetings to the extent possible.

If you have any questions regarding this recommendation, please do not hesitate to contact me. We will continue to evaluate this recommendation on an ongoing basis and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.



R21-69

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING REMOTE TELECONFERENCE MEETINGS  
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FOR THE  
PERIOD OF OCTOBER 5, 2021 THROUGH NOVEMBER 4, 2021,  
PURSUANT TO AB 361**

**WHEREAS**, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic, which Proclamation remains in effect; and

**WHEREAS**, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, modifying the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), subject to compliance with certain requirements; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, providing that the modifications would remain in place through September 30, 2021; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361, providing that a legislative body subject to the Brown Act may continue to meet under modified teleconferencing rules if the meeting occurs during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing; and

**WHEREAS**, the Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings of legislative bodies of the County of Mono, a copy of that recommendation is attached as an exhibit and incorporated herein; and

**WHEREAS**, in the interest of public health and safety, and in response to the local recommendation for measures to promote social distancing, the Mono County Board of Supervisors deems it necessary to invoke the provisions of AB 361 related to teleconferencing for such legislative bodies;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FINDS AND RESOLVES** that:

**SECTION ONE:** The recitals set forth above are true and correct and are adopted as findings of the Legislative Body.

**SECTION TWO:** The Legislative Body has reconsidered the circumstances of the State of Emergency.

1           **SECTION THREE:** State or local officials have recommended measures to promote  
2 social distancing, including the holding of virtual meetings for legislative bodies within the  
3 County of Mono that are subject to the Brown Act.

4           **SECTION FOUR:** Meetings of the Board of Supervisors shall be held 100% virtually  
5 through November 4, 2021.

6           **SECTION FIVE:** Staff is directed to return to the Board no later than thirty (30) days  
7 after the adoption of this resolution for the Board to consider whether to again make the findings  
8 required to continue meeting under the modified teleconference procedures of AB 361 after  
9 November 4, 2021.

10           **PASSED, APPROVED and ADOPTED** this 5th day of October, 2021, by the following  
11 vote, to wit:

12 **AYES:**           Supervisors Corless, Duggan, Gardner, Kreitz, and Peters.

13 **NOES:**           None.

14 **ABSENT:**       None.

15 **ABSTAIN:**      None.

16   
Jennifer Kreitz (Oct 6, 2021 07:15 PDT)

Jennifer Kreitz, Chair  
Mono County Board of Supervisors

17  
18  
19 **ATTEST:**

20   
Queenie Barnard (Oct 5, 2021 17:14 PDT)

21  
22 Clerk of the Board

23  
24  
25 **APPROVED AS TO FORM:**

26   
Stacey Simon (Oct 6, 2021 09:12 PDT)

27  
28  
29  
30  
31  
32 County Counsel



# MONO COUNTY HEALTH DEPARTMENT

## Public Health

---

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284  
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

To: Board of Supervisors

From: Bryan Wheeler, Director of Public Health

Re: Recommendation regarding Social Distancing and Virtual Meetings

Both Mono County “covering” Health Officer Dr. Rick Johnson and I strongly recommend that physical/social distancing measures continue to be practiced throughout our Mono County communities, including at meetings of the Board of Supervisors and other County-related legislative bodies subject to the Brown Act, to minimize the spread of COVID-19.

Whether vaccinated or not, positive individuals are contracting the Delta variant and infecting others in our communities. Social distancing and masking are crucial mitigation measures to prevent the disease’s spread. Virtual board meetings allow for the participation of the community, county staff, presenters, and board members in a safe environment, with no risk of contagion. It is recommended that legislative bodies in Mono County implement fully-remote meetings to the extent possible.

If you have any questions regarding this recommendation, please do not hesitate to contact me. We will continue to evaluate this recommendation on an ongoing basis and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** November 2, 2021

**Departments: County Counsel**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Stacey Simon, County Counsel

**SUBJECT** Broadband Service Quality and  
Customer Service

---

### AGENDA DESCRIPTION:

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

Joint Representation and Cooperation Agreement with Inyo, Placer, and Nevada Counties, and the Towns of Mammoth Lakes and Truckee to engage in cooperative efforts to improve the customer service and service quality standards for voice over internet protocol (VOIP) and broadband services, and related legal representation agreement.

---

### RECOMMENDED ACTION:

Approve County entry into proposed contracts and authorize the County Counsel to execute said contracts on behalf of the County. Provide any desired direction to staff.

---

### FISCAL IMPACT:

Mono County is responsible for 1/6th the actual cost of outside attorneys, consultants, experts, and other personnel retained pursuant to the cooperative agreement to act collectively for the group. There is a \$20,000 (approximately \$3,500 per agency) decision threshold which, if reached, would provide an opportunity for the County to determine whether it should continue to participate with the other agencies.

---

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 760-924-1704 / [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov)

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Staff Report](#)

[Cooperation Agreement](#)

[Engagement Letter](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/27/2021 1:37 PM	County Counsel	Yes
10/26/2021 11:35 AM	Finance	Yes
10/29/2021 12:31 AM	County Administrative Office	Yes

**County Counsel**  
Stacey Simon

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

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*

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

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Stacey Simon

Date: November 2, 2021

Re: Broadband Service Quality and Customer Service Issues

**Recommended Action**

Approve County entry into proposed contracts and authorize the County Counsel to execute said contracts on behalf of the County. Provide any desired direction to staff.

**Strategic Plan Focus Areas Met**

Economic Base     Infrastructure     Public Safety  
 Environmental Sustainability     Mono Best Place to Work

**Discussion**

On July 9, 2021, the Mono County Board of Supervisors, together with the governing bodies of the Town of Mammoth Lakes, Placer and Nevada Counties, and the Town of Truckee, sent a letter to Suddenlink/Altice (“Suddenlink”) describing significant customer service failures and quality issues associated with Suddenlink’s service -- and asking for improvement. On July 20, 2021, Inyo County sent a similar letter.

On August 20, 2021, Robert Hoch, Senior Counsel for Government Affairs at Suddenlink, sent a letter in response. While Mr. Hoch did outline some efforts by Suddenlink to improve service, and expressed a commitment to quality, he also explained that many of the expressed concerns were mis-informed or mistaken, indicated that Suddenlink’s service is “consistent with industry standards”, blamed the COVID pandemic for increasing internet traffic and preventing work to address concerns, and did not provide any concrete timeline or solution.

Since then, Mono, Inyo, Placer and Nevada Counties and the Towns of Truckee and Mammoth Lakes have continued to discuss strategies for addressing the identified shortfalls. Those discussions have led to the recommendation that we formally join together as a coalition,

pursuant to the cooperative agreement proposed for Board approval today. The goal of formally working together under that agreement would be to increase reach and effectiveness, share resources and costs, and enable the collective retention of third-parties such as attorneys and consultants, to assist in the effort to facilitate improved product quality and customer service by Suddenlink.

The proposed cooperative agreement is structured such that each party will pay a 1/6 share of costs (up to \$20,000 total, unless subsequently agreed otherwise) and provide internal staff resources in support of cooperative efforts to engage in advocacy, litigation, administrative processes or other actions specific to the improvement of broadband and voice over internet protocol service quality and customer service standards. In addition, if additional jurisdictions wish to join the coalition, they may do so by also executing the agreement and the cost-share would be adjusted accordingly.

As a first step under the cooperative agreement, it is also proposed that the group retain the services of a telecommunications law specialist at the firm of Best, Best & Krieger (BB&K). While that firm already represents Mono County in some matters, a separate engagement letter is proposed (and provided here for approval) which would clearly delineate the specific work performed on behalf of the cooperating counties and cities. BB&K would separately bill each coalition member for 1/6 of its costs. In addition, the agreement covers other standard matters such as conflicts, communications and rates.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1704.

## MUTUAL REPRESENTATION AND COOPERATION AGREEMENT

This Mutual Representation and Cooperation Agreement (the "Agreement") is entered into between and among the counties of Mono, Inyo, Nevada and Placer and the cities of Truckee and Mammoth Lakes (collectively, the "Agencies") for the purpose of working together and undertaking common legal representation in matters related to internet service quality and customer service within the Agencies' geographic regions.

WHEREAS, the Agencies have a shared interest in improving the customer service and service quality standards of voice over internet protocol (VOIP) and broadband services serving their facilities and their constituents; and

WHEREAS, the Agencies wish to act collectively through various means, including participation in and/or initiation of proceedings before the California Public Utilities Commission (CPUC) addressing quality standards for VOIP and broadband services impacting the Agencies; and

WHEREAS, the Agencies now desire to enter into this Agreement for the purpose of employing common attorneys, consultants, sharing the costs thereof, and reasonably cooperating in the review, analysis, and prosecution of the above matter(s), as same are more particularly described below;

NOW, THEREFORE, the parties to this Agreement do hereby individually and collectively agree, warrant, and covenant as follows:

1. The Agencies will in good faith reasonably cooperate in the sharing of information relating to the following and to share information developed by their respective staffs, attorneys, and consultants in relation thereto (the "Matters"):
  - A. Submitting collective comments on the Petition Of The Public Advocate's Office For Rulemaking To Amend General Order 133-D To Establish Minimum Service Quality Standards For All Essential Communications Services, dated September 29, 2021.
  - B. Depending upon the outcome of item A, and as further agreed among the Agencies, collectively filing a formal complaint with the CPUC regarding VOIP and broadband and customer service failures by Suddenlink/Altice within the Agencies' collective jurisdictions.
  - C. Engaging in such other activities as agreed upon by the Agencies and related to the subject matter of this Agreement including, but not limited to, education and advocacy with respect to Broadband or VOIP quality, service and regulation in California and in the geographic areas served by the Agencies.
2. One individual serving as in-house or contract general counsel for each Agency shall serve on a working group related to the Matters (the "Working Group"). The

Working Group shall designate a subset of at least one of its members to serve as primary contact for outside legal counsel and consultants engaged in the Matters (the "Working Group Representative"). The Working Group shall meet from time-to-time to discuss the Matters, provide direction to the Working Group Representatives, receive reports, and ultimately form a collective recommendation for action to the governing bodies of each of the Agencies. Although the Working Group shall attempt to make all decisions in a collegial and consensus manner, any disputes within the Working Group shall be resolved based upon a vote of the members thereof weighted by the Cost Sharing Percentages defined in Paragraph 4 below. The Working Group recommendation shall be provided to the governing body of each of the Agencies by the representative designated by that Agency to serve on the Working Group; provided however, that nothing herein shall prevent or impede the ability of any representative of the Working Group, or any subgroup thereof, to provide a separate recommendation to the governing body of the Agency for which that representative(s) is employed recommending findings or courses of action independent of that provided in the Working Group.

3. The Working Group shall constitute the negotiating team which is hereby authorized on behalf of the Agencies, and each of the Agencies, to meet and confer with any party in relation to any matter which needs to be discussed or negotiated in relation to the Matters. To the extent that all members of the Working Group cannot or do not attend all negotiating sessions, those members of the Working Group attending said sessions shall utilize reasonable efforts to communicate the content and results of those meetings to the remaining members of the Working Group as soon as is reasonably possible.

4. All staff costs relating to the Working Group, vis-a-vis the Agencies, shall be borne by each of the Agencies for which the individual(s) is (are) employed. Nothing herein shall preclude, impede, or limit the ability of the Agencies, or any one thereof, to assess those costs to any other person/entity as may be appropriate. The out-of-pocket actual costs of outside attorneys, consultants, experts, and other personnel retained by the Agencies to act collectively on behalf thereof shall be borne by the Agencies in relation to the following proportion and percentages (the "Cost Sharing Formula"), including expenses of outside counsel, as described in paragraph 6, incurred prior to entry into this Agreement, unless otherwise agreed in writing:

Agency		Cost Sharing Formula
Placer County		1/6
Mono County		1/6
Nevada County		1/6
Inyo County		1/6

Town of Mammoth Lakes		1/6
Town of Truckee		1/6

The Working Group shall enter into agreements with the various attorneys, consultants, and experts retained by the Agencies to perform certain services relating to the Matters. The outside attorney, consultant, or expert, fees shall be billed directly to each Agency based upon the Cost Sharing Formula or, if not possible, shall be billed to one designated Agency which will then pay those expenses and receive reimbursement from the remaining Agencies pursuant to the Cost Sharing Formula within thirty (30) days of receipt of billing. Nothing herein shall limit the ability of any of the Agencies to employ any attorney, consultant, or expert to perform services outside of the scope of services which resound to the particular benefit of that Agency. Only those services which are approved by the Working Group as being for the common benefit of all the Agencies shall be paid pursuant to the Cost Sharing Formula. All other services requested by any specific Agency shall be billed to and paid by that specific Agency.

5. The Agencies agree, individually and jointly, that all information, economic analyses, financial analyses, technical analyses, legal analyses, legal opinions, studies, and other information developed by the Working Group and/or any attorneys, consultants, or experts employed by the Agencies, shall constitute the joint information and work product of all of the Agencies and shall not, under any circumstances, be claimed to be confidential for any purpose by one Agency vis-a-vis one or more of the other Agencies. It is the intent of this Agreement that all information, including without limitation, legal analyses, legal opinions, negotiations, and discussions with outside persons or entities, and internal discussions whether among representatives of a single Agency and an outside attorney and/or consultant employed pursuant to the provisions of this Agreement, or among representatives of several Agencies and an outside attorney and/or consultant, shall not be deemed to be confidential by one Agency vis-à-vis one or more of the other Agencies including, without limitation, any claim of a conflict of interest disablement on the part of any attorney and/or consultant employed by the Agencies, individually or collectively. Nothing herein shall cause any work product of any attorney, consultant, or expert employed by an individual Agency to perform services outside of the scope of work resounding to the benefit of the individual Agency to become joint information and work product within the meaning of this paragraph. Nothing herein shall waive or restrict the ability of any Agency to maintain a confidential attorney-client relationship, or other confidential relationship, with any attorney, consultant, or expert to the extent that attorney, consultant, or expert is retained by, and paid by, an individual Agency to perform services outside of the scope of work.

6. It is hereby jointly agreed and acknowledged that each of the Agencies has entered into an attorney-client relationship with Best Best & Krieger, LLP ("Outside Counsel") in relation to the Case. The Agencies, jointly and severally, hereby waive any conflict of interest, or potential conflict of interest, which may exist on the part of Outside Counsel based upon its joint representation of the Agencies in relation to the Matters with which they currently share a common interest whether or not that commonality

continues into the future. More specifically, and without limitation, to the extent that any party desires to withdraw from this Agreement as provided in Paragraph 7, or take an action or recommendation other than that recommended by the Working Group, the parties hereto specifically agree that Outside Counsel will not be disabled, for any reason upon any theory, from pursuing any advocacy or claims, by litigation or otherwise, against Suddenlink/Altice, or any other party deemed appropriate by the Working Group, deemed necessary, reasonable, or desirable to implement and effectuate the recommendations of the Working Group. Nothing herein shall authorize to represent any Agency in an action against another Agency.

7. Any Agency (the "Departing Agency") may withdraw from this Agreement upon the provision of five (5) days prior written notice to the remaining Agencies provided, however, the withdrawing party shall be responsible for its appropriate share of costs calculated pursuant to Paragraph 4 above for the time prior to withdrawal. Upon said withdrawal, the Cost Sharing Formula shall be recalculated to reflect a reallocation of future costs. The waivers and covenants contained in Paragraphs 5 and 6 as to the Departing Agency above shall survive departure and continued to bind the Departing Agency.

8. If, and to the extent, any other Agency requests to become a party to the Agreement (the "Requesting Party"), the Requesting Party shall meet and confer with the Agencies to discuss, among other things, potential amendments to the Agreement to allow the Requesting Party to join as a party to the Agreement. Prior to the addition of the Requesting Party as a party to this Agreement, the Requesting Party and the Agencies shall mutually agree upon an amendment of the Cost Sharing Formula set forth in Section 4, so that the Requesting Party can bear its fair share of the costs associated with this Agreement. No Requesting Party shall become a party to this Agreement, unless the Agencies unanimously consent in writing thereto.

9. The Agencies estimate that initial costs associated with work on the Matters will not exceed a total (for all Agencies) of \$20,000. However, the Working Group shall meet and confer as work proceeds to adjust this estimate as necessary. In the event it is anticipated that costs will exceed \$20,000, written amendment of this Agreement to adjust the estimate and memorialize the Agencies' agreement thereto shall be required. Any Agency not agreeing to such Amendment may withdraw pursuant to paragraph 6.

DATED: \_\_\_\_\_

COUNTY OF PLACER

By \_\_\_\_\_

Its \_\_\_\_\_

DATED: \_\_\_\_\_

COUNTY OF MONO

By \_\_\_\_\_

DATED: \_\_\_\_\_

Its: \_\_\_\_\_

COUNTY OF NEVADA

By \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

COUNTY OF INYO

By \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

TOWN OF MAMMOTH LAKES

By \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

TOWN OF TRUCKEE

By \_\_\_\_\_

Its: \_\_\_\_\_

Indian Wells  
(760) 568-2611

Irvine  
(949) 263-2600

Los Angeles  
(213) 617-8100

Manhattan Beach  
(310) 643-8448

Ontario  
(909) 989-8584



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

300 South Grand Avenue, 25th Floor, Los Angeles, CA 90071  
Phone: (213) 617-8100 | Fax: (213) 617-7480 | www.bbklaw.com

Riverside  
(951) 686-1450

Sacramento  
(916) 325-4000

San Diego  
(619) 525-1300

Walnut Creek  
(925) 977-3300

Washington, DC  
(202) 785-0600

**Scott Haskell Campbell**  
(213) 617-7489  
scott.campbell@bbklaw.com

October 27, 2021

**VIA E-MAIL**  
**SSIMON@MONO.CA.GOV**

Stacey Simon  
Mono County Counsel  
County of Mono  
P.O. Box 2415  
Mammoth Lakes, CA 93546

Re: Coalition to Advocate for Reliable Communications Services

Dear Counsel:

ABOUT OUR REPRESENTATION

Best Best & Krieger, LLP (“BBK”) is pleased that Mono County has retained BBK to represent the County, as part of a coalition together with the Towns of Mammoth Lakes and Truckee and the Counties of Inyo, Nevada, and Placer (“Coalition”), to advocate for improvements to the quality of communications services available within their communities, particularly from Suddenlink. This Coalition representation may include responding to the petition recently released by the Public Advocates Office asking the California Public Utilities Commission (“CPUC”) to initiate a rulemaking to modify General Order 133-D regarding communications services standards for broadband, voice over IP telephone and wireless services, and other actions such as filing a joint complaint related to Suddenlink service issues. This letter outlines the terms of BBK’s representation of your community as part of the Coalition.

EXISTING REPRESENTATION

As you know, we have already been retained to represent Mono County on other matters. The general terms and conditions of our representation of the County will continue to apply, except as altered by this retention.

CONFLICTS

As you are aware, BBK performed a conflicts check regarding this representation. In addition to the Coalition members, we have checked the following names against our client index:



Stacey Simon  
October 27, 2021  
Page 2

Suddenlink Communications, Cebridge Telecom CA LLC, Cequel III Communications I LLC, NPG Cable LLC, Cebridge Acquisition LP (“Suddenlink”).

We anticipate that in addition to Suddenlink, other cable companies, wireline and wireless voice, video and broadband providers in California such Comcast, Charter, Frontier, Verizon Wireless, AT&T, Sprint, and T-Mobile, and industry associations (e.g., California Cable and Telecommunications Association) will be adverse to the interests of members of the Coalition.

Based on the above, we can represent the Coalition and its members in this matter adverse to Suddenlink and the industry.

Please inform us immediately if you become aware of any additional adverse parties.

#### COALITION RULES

Because the work will be for a coalition of clients on the same matter, there are some unique elements to this joint representation for which we ask that you and all the other members of the Coalition agree:

First, the filings we make must be acceptable to all the members of the coalition, and this may affect what issues are addressed and what positions we take. By signing this engagement letter you agree to this arrangement and agree that we may represent you and other participants as a part of the coalition. We will consult with you and other members of the coalition as the filings are being prepared. Each coalition member may differ on strategy, costs or on the issue of whether to agree on certain terms of the filings; you may instruct us in a manner for one coalition member that is contrary to another coalition member. It may be argued that there is an appearance of impropriety in our representation of coalition members simultaneously on the same matter; and/or, you may take a position or act in a manner for one coalition member that could be prejudicial to the interests of another coalition member. We are required to balance the interests among the members of the coalition and may make decisions that will be in the best interests of the overall group and not necessarily in the best interests of one specific member of the coalition. Thus, rather than the attorneys vigorously asserting a single interest of one coalition member on an issue, there will be a balancing of interests among all coalition members. You waive any objections that you may have to this joint representation; and agree that we may represent each member of the coalition individually and jointly.

Second, we may be asked by some clients (including members of this coalition) to make individual filings in the CPUC proceedings in addition to the coalition’s. We will not represent any entity in the CPUC proceedings that takes a position adverse to yours. By signing this engagement letter, you agree that we may represent these additional clients.

Third, you agree that the coalition members have joint interests with the other coalition members that will permit us to communicate information about this matter to you and other



Stacey Simon  
October 27, 2021  
Page 3

members of the coalition without waiving privileges that may apply in this coalition representation as to third parties. Although we owe the coalition members a duty of confidentiality as to third parties, there is generally no duty of confidentiality or attorney-client privilege between or among the coalition members. We have a duty to communicate and keep all coalition members reasonably informed about significant developments relating to the representation. Thus, communications made between one coalition member and us as your attorney that are relevant to the joint representation are subject to disclosure to the other coalition members, even in the absence of express consent to the disclosure. As part of this agreement, each you understand that there can be no confidentiality between us as your attorney and the coalition members with respect to significant developments related to this representation.

Fourth, in this joint representation, we owe fiduciary obligations of loyalty to each of the coalition members and cannot take sides or assert the interests of one client over the interests of the other. Should you feel that there is a potential dispute or actual dispute between or among members of the coalition regarding this matter, it should be brought to our attention immediately. We may not be able to counsel you regarding any rights or obligations as between or among the members of the coalition, whether or not such rights or obligations relate to the subject matter of the representation. In the event such a disagreement cannot be worked out between or among the members of the coalition, there is a possibility that such a disagreement would develop into an actual conflict of interest between or among the members of the coalition that would require us to withdraw from further representing the coalition members in this matter. Such a situation could require increased expense, time and effort on your part if new counsel is needed. Again, any such changes or new information will be disclosed and discussed with you prior to any action being taken that would significantly affect our attorney-client relationship.

Fifth, the coalition is not a fixed group, but is instead an evolving group: communities or organizations may join or leave the coalition during the course of our representation. It may be that your community is adverse to one or more of the other members of the coalition in another, unrelated matter. By signing this engagement letter, you agree that we may represent these additional members as part of the coalition. Likewise, except to the extent there is a conflict that is not waivable, you agree that our representation of you as part of the coalition will not disqualify BBK from representing another client in an unrelated proceeding where the client's interest is adverse to yours. We will keep you apprised of the coalition members and we ask that you advise us immediately if you believe that there is a conflict that is not waivable. You and each member of the coalition may decide at any time to withdraw from participation in the matter or the coalition. Should you do so, you also agree that we may continue to represent the other members of the coalition in this matter.

Sixth, after the matter has concluded, each of you may make conflicting demands for the original client file, which you are entitled to receive. Each coalition member agrees that we may



Stacey Simon  
October 27, 2021  
Page 4

release the original to the coalition member who first provides a written request, as long as we release an exact copy to the remainder of the coalition members.

#### YOUR OBLIGATIONS ABOUT FEES AND BILLINGS

The rates for our work on this matter are outlined below.

Partners and Of Counsel	\$365
Associates	\$290
Law Clerks	\$250
Paralegals	\$210

Our rates are reviewed annually and may be increased from time to time with advance written notice to the client. BBK will advise Mono County when it has reached \$3,500 in services to be paid by Mono County and shall not exceed that amount without the prior written consent of the Mono County Counsel.

Unless otherwise agreed to by all of the members of the Coalition and BBK, BBK will prepare a monthly invoice showing all of the detailed entries for work for the Coalition, and will send a copy to each member along with a request for each member to pay an equal share of the monthly fees and costs. The billing policies are described in the memorandum attached to this letter, entitled "Best Best & Krieger LLP's Billing Policies." You should consider the Billing Policies memorandum part of this agreement as it binds both of us. For that reason, you should read it carefully.

#### CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in your case.

#### INSURANCE

We are also pleased to let you know that Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

#### NEW MATTERS

When we are engaged by a new client on a particular matter, we are often later asked to work on additional matters. You should know that such new matters will be the subject of a new signed supplement to this agreement. Similarly, this agreement does not cover and is not a

Stacey Simon  
October 27, 2021  
Page 5

commitment by either of us that we will undertake any new matters beyond the scope of this coalition matter. Any such future work would also have to be agreed upon in a signed supplement.

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached Billing Policies memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

If none of the Coalition members request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

On a personal note, we are pleased that you have retained Best Best & Krieger LLP to represent you as a member of this Coalition. If you have any questions at any time about our services or billings, please do not hesitate to call me. Please countersign this letter and return it to us.

Sincerely,



Scott Campbell  
of BEST BEST & KRIEGER LLP

SHC:vcg

AGREED AND ACCEPTED:

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

Name: \_\_\_\_\_

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

## BEST BEST & KRIEGER LLP'S BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to our Accounts Receivable Department (accounts.receivable@bbklaw.com). Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

### INVOICE AND PAYMENT OPTIONS

Best Best & Krieger strives to meet our clients' needs in terms of providing a wide variety of invoice types, delivery and payment options. Please indicate those needs including the preferred method of invoice delivery (Invoice via Email; or USPS). In addition, accounts.receivable@bbklaw.com can provide a W-9 upon request and discuss various accepted payment methods.

### FEES FOR PROFESSIONAL SERVICES

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. All legal services are billed in one-tenth of an hour (0.10/hour) or six-minute increments. Our attorneys are currently billed at rates from \$220 to \$795 per hour, and our administrative assistants, research assistants, municipal analysts, litigation analysts, paralegals, paraprofessionals and law clerks are billed at rates from \$150 to \$290 per hour for new work. These rates reflect the ranges in both our public and our private rates. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Non-Attorney Personnel: BBK may employ the services of non-attorney personnel under the supervision of 09896.00000\34493014.1

a BBK attorney in order to perform services called for in the legal services agreement. The most common non-attorney personnel utilized are paralegals. Other types of non-attorney personnel include, but are not limited to, case clerks, litigation analysts, and specialty consultants. The client agrees that BBK may use such non-attorney personnel to perform its services when it is reasonably necessary in the judgment of the responsible BBK attorney. Hourly fees for non-attorney personnel will be charged at the rate then in effect for such personnel. A copy of BBK's current rates and titles for non-attorney personnel will be provided upon request.

### FEES FOR ELECTRONICALLY STORED INFORMATION ("ESI") SUPPORT AND STORAGE

BBK provides Electronically Stored Information (ESI) services for matters requiring ESI support – typically litigation or threatened litigation matters. BBK provides services for basic ESI processing and storage at the following rates per month based on the number of gigabytes of data ("GB") processed and stored:

1GB -250GB: \$10 per GB

251GB - 550GB: \$8 per GB

551GB - 750GB: \$6 per GB

751GB - 1TB: \$4 per GB

The amount BBK charges for basic processing and storage of ESI allows BBK to recover the costs of providing such services, plus a net profit for BBK. BBK believes that the rates it charges for processing and storage are lower than comparable services available from third party vendors in the market. If you wish to contract separately with a third party vendor for processing and storage costs, please notify BBK in writing. BBK shall not incur costs for ESI support on a particular matter without first confirming by email or written correspondence with the client that the client agrees such services are necessary for the matter at hand.

### FEES FOR OTHER SERVICES, COSTS AND EXPENSES

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is

made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

#### ADVANCE DEPOSIT TOWARD FEES AND COSTS

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees (unless otherwise noted in our accompanying engagement letter). At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, when we issue our invoice to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

#### MONTHLY INVOICES AND PAYMENT

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account. If a bill is not paid within 30 days, a late

charge of one percent per month on the unpaid invoice may be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We reserve the right to terminate our engagement and withdraw as attorney of record whenever our invoices are not paid. If an invoice is 60 days late, however, we may advise the client by letter that the client must pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

#### CHANGES IN FEE ARRANGEMENTS AND BUDGETS

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

BEST BEST & KRIEGER LLP



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    November 2, 2021

**TIME REQUIRED**

**SUBJECT**                    Closed Session - Labor Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Anne Frievalt, and Ryan Roe. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time

Who

Approval



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 2, 2021

**Departments: Board of Supervisors**

**TIME REQUIRED** Public Hearing: 1:00 PM

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Robert C. Lawton, CAO, Nate  
Greenberg, IT Director

**SUBJECT** PUBLIC HEARING: Redistricting  
Second Review of Alternative Maps

**AGENDA DESCRIPTION:**

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

The primary goal of this Public Hearing will be to review proposals submitted to date and look for 'themes' which logically group proposals into categories making it easier to interpret alternatives for the new districts.

**RECOMMENDED ACTION:**

Conduct Public Hearing. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Queenie Barnard

**PHONE/EMAIL:** 760-932-5534 / qbarnard@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Redistricting Milestones</a>
<a href="#">Redistricting Calendar</a>

**History**

Time	Who	Approval
10/29/2021 1:16 PM	County Counsel	Yes
10/26/2021 10:48 AM	Finance	Yes

10/29/2021 3:38 PM

County Administrative Office

Yes



# County of Mono

## County Administrative Officer

**Robert C. Lawton**  
County Administrative Officer

**John C. Craig**  
Assistant County Administrative Officer

**Date:** November 2, 2021  
**To:** Honorable Board of Supervisors  
**From:** Robert C. Lawton, CAO  
**Subject:** Redistricting Public Hearing

### Discussion

Mono County supervisorial district boundaries are geographically redrawn every 10 years in accordance with the California Election Code Section 21500, following each decennial federal census, the most recent being in 2020. Using that census as a basis, the Mono County Board of Supervisors adjusts the boundaries of any or all of the county supervisorial districts so that the districts shall be as nearly equal in population, and comply with applicable provisions of Section 1973 of Title 42 of the United States Code, as amended.

This Public Hearing is the fourth of five public hearings to receive input from citizens regarding the proposed redistricting and what issues they find important to address.

Community input is extremely important to the redistricting process, and this public hearing is one of several opportunities for comments on the proposed district lines. Ultimately, the Board of Supervisors will adopt the new supervisorial district boundaries by December 15<sup>th</sup>, 2021.

In establishing the boundaries of the supervisorial districts, the board must utilize the following ranked criteria in determining districts:

1. To the extent practicable, districts must be geographically contiguous.
2. To the extent practicable, districts must maintain the geographic integrity of neighborhoods and communities of interest (i.e., minimize division).
3. To the extent practicable, districts must minimize division of cities or census designated places.
4. Boundaries must be easily identifiable and understandable by residents. If possible, districts should be bound by natural/artificial barriers.
5. Districts must be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations (where it does not conflict with the above criteria).

The GIS Team has been working to put together a new web mapping application called a Story Map. This application consists of a two-panel display with the map of the proposed districts in one panel and details of that proposal in the other. Those details include:

- Population by proposed district
- Demographics by proposed district
- Communities represented in each proposed district
- Total % variance between largest and smallest districts
- The five criteria which must be looked at when analyzing proposals
- A brief description of the proposal

There is a unique created Story Map for each proposal which has been submitted through the redistricting tool. GIS Staff will provide a cursory analysis of each proposal relative to the five criteria and offer a basic analysis relative to each of those points (potentially in terms of a green, yellow, red for each of them).

**During today's Public Hearing:**

- GIS staff will walk the Board through all proposals which have been submitted;
- The goal will be for the Board to review and react to the initial analysis done around the criteria and take action to eliminate any proposal which does not seem to fit the criteria;
- If possible, the Board should work to narrow down the number of proposals as far as possible, but the over-arching goal would be to eliminate those which truly don't fit criteria or practicably work.

**After today's Public Hearing and before the final Public Hearing on November 8<sup>th</sup>:**

- The GIS Team will continue to review and produce Story Maps for any newly created Proposal(s).

**At the final Public Hearing on November 8<sup>th</sup>:**

- The Board will review any Proposal created between today and November 8<sup>th</sup> and eliminate any which do not meet criteria;
- If possible, the Board would also review any proposals which were not narrowed down during today's public hearing and further cull the number down to 3 to 6.

**At a 3-hour workshop, on November 16<sup>th</sup> (after the regular meeting)**

- Narrow down any remaining proposals, ideally to include only three or four;
- Further review those on their merits using side-by-side comparison of geography and demographics;
- If possible, arrive at a single recommendation. However, the Board may choose to allow for more than one map to be published for the required 3 days prior to the December 15<sup>th</sup> meeting but it is recommended to set a goal of no more than three.

# Milestones

- Public Hearings: (to be translated into Spanish)
  - ~~— September 14, after Board of Supervisors' Meeting — focus on Communities of Interest~~
  - ~~— September 21, after Board of Supervisors' Meeting — focus on Communities of Interest~~
  - ~~— October 19, after Board of Supervisors' Meeting — 1st Review of Alternative Maps~~
  - November 2, after Board of Supervisors' Meeting
  - November 8, 6:30 PM
- ✓ September 14: County Redistricting Website Up: <http://redistricting.monocounty.ca.gov>
- ~~— September 30, 2021: "Raw" Census Data released~~
- ~~— October 1: Census Data Finalized for Mapping, Public Release of Mapping Tool~~
- ~~— October 30, 2021: "Adjusted Population Data" released~~
- November 16, 2021: Proposed Board Workshop, following regular Board Meeting, to establish Final Maps for subsequent posting
- December 10, 2021: Deadline to post Final Draft Maps online
- December 14, 2021: Board of Supervisors' Meeting to adopt Final Map
- December 15, 2021: Deadline for Final Map Adoption

# November 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2 <b>4<sup>th</sup> Public Hearing</b> (following regular Board meeting, online)	3	4	5	6
7	8 <b>5<sup>th</sup> Public Hearing (Online)</b> – Deadline for draft map submission from the public. Third Review of Draft Maps.	9	10	11	12	13
14	15	16 <b>Proposed Board Workshop</b> (following regular Board meeting, online) Establish Final Map(s) for subsequent posting	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

# December 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5	6	7	8	9	10 <b>Deadline to Post Final Draft Maps online (in anticipation for adoption)</b>	11
12	13	14 <b>Last Regular Board Mtg/ Recommended for Adoption of Final Map</b>	15 <b>Statutory Deadline to adopt final map</b>	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** November 2, 2021

**Departments: County Counsel**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Christian Milovich, Assistant County  
Counsel

**SUBJECT** Ordinance Rescinding Chapter 2.08  
of the Mono County Code Pertaining  
to Supervisorial Districts

**AGENDA DESCRIPTION:**

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

Proposed ordinance rescinding Chapter 2.08 of the Mono County Code pertaining to supervisorial districts in anticipation and preparation of the adoption of new supervisorial district boundaries pursuant to Elections Code section 21500. Rescission of the current boundaries will not occur until the date the Board adopts the final boundary map.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Christian Milovich

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Ordinance</a>

**History**

Time	Who	Approval
10/20/2021 3:00 PM	County Counsel	Yes
10/26/2021 11:13 AM	Finance	Yes

10/29/2021 12:32 AM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

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

**Deputy County Counsel**  
Emily Fox

**OFFICE OF THE  
COUNTY COUNSEL**

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

**Telephone**  
760-924-1700

**Facsimile**  
760-924-1701

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Office of the Mono County Counsel

Date: November 2, 2021

Re: Proposed ordinance rescinding Mono County Code Chapter 2.08 pertaining to supervisorial districts upon adoption of new district boundaries.

**Recommended Action**

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

**Fiscal Impact**

No fiscal impact associated with the adoption of this ordinance.

**Discussion**

Pursuant to Elections Code section 21500(a), new or revised supervisorial district boundaries may be adopted by the Board by ordinance or resolution. In previous years, the Board has adopted revised boundaries by ordinance (codified at Chapter 2.08 of the Mono County Code). Due to the tightened timeline for this year's adoption of new district boundaries, staff recommends the Board adopt the final map by resolution. To do this, Chapter 2.08 of the Mono County Code would need to be rescinded.

Accordingly, and in anticipation and preparation of the adoption of new supervisorial district boundaries, by resolution, the proposed ordinance rescinds Chapter 2.08 of the Mono County Code upon the adoption by the Board of the final map. To be clear, rescission of the current boundaries will not occur until the date the Board adopts the final boundary map, which is anticipated to occur on December 14, 2021.

If you have any questions regarding this item prior to your meeting, please call Christian Milovich at 760-924-1706.



ORDINANCE NO. ORD21-\_\_

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS  
RESCINDING CHAPTER 2.08 OF THE MONO COUNTY CODE PERTAINING TO  
SUPERVISORIAL DISTRICTS UPON ADOPTION OF NEW DISTRICT  
BOUNDARIES BY RESOLUTION PURSUANT TO  
ELECTIONS CODE SECTION 21500**

**WHEREAS**, pursuant to Elections Code section 21500 following each federal decennial census, and using that census as a basis, the Board of Supervisors of each county in California must adjust the boundaries of the supervisorial districts within the county so that the districts are as nearly equal in population as required by the United States Constitution; and

**WHEREAS**, pursuant to Elections Code section 21500, new or revised supervisorial district boundaries may be adopted by ordinance or resolution; and

**WHEREAS**, Mono County Code Chapter 2.08 describes the County's supervisorial district boundaries as they are currently drawn; and

**WHEREAS**, in anticipation of the adoption of revised supervisorial district boundaries, which shall be done via Board resolution, the Board of Supervisors wishes to rescind Chapter 2.08 of the Mono County Code upon its adoption of new district boundaries.

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

**SECTION ONE:** Chapter 2.08 of the Mono County Code is hereby rescinded, in its entirety, upon adoption by the Board, by resolution, of a final map outlining the revised supervisorial district boundaries following and based upon the 2020 federal decennial census.

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

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote, to wit:

**AYES:**

**NOES:**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

**ABSENT:**

**ABSTAIN:**

---

Jennifer Kreitz, Chair  
Mono County Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

---

Clerk of the Board

---

County Counsel