



# AGENDA

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

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.  
Meeting Location: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

### Regular Meeting March 7, 2023

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#### TELECONFERENCE INFORMATION

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

1. Mammoth Teleconference Location – for meetings held on the first and second Tuesday of each month - Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
2. Bridgeport Teleconference Location – for meetings held on the third Tuesday of each Month - Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
3. Zoom Webinar.  
Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/83229474018> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 832 2947 4018.

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 832 2947 4018. To provide public comment, press \*9 to raise your hand and \*6 to mute/unmute.

If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting: [https://monocounty.granicus.com/MediaPlayer.php?publish\\_id=e7d204c7-e668-44f4-be12-b19e6bd13e27](https://monocounty.granicus.com/MediaPlayer.php?publish_id=e7d204c7-e668-44f4-be12-b19e6bd13e27)

**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**

**A. Proclamation Designating the Month of March 2023 as Grand Jury Awareness Month**

Departments: Clerk of the Board

10 minutes

(Chair Duggan) - Proclamation designating March 2023 as Grand Jury Awareness Month.

**Recommended Action:** Approve the proclamation designating March 2023 as Grand Jury Awareness Month.

**Fiscal Impact:** None.

**B. Proclamation Designating the Month of March 2023 as Red Cross Month**

Departments: Social Services

10 minutes

(Cathy Young, Supervising Staff Services Analyst County of Mono Department of Social Services ) - Proclamation designating March 2023 as Red Cross Month.

**Recommended Action:** Approve the proclamation designating March 2023 as Red Cross Month.

**Fiscal Impact:** None.

**3. COUNTY ADMINISTRATIVE OFFICER**

CAO Report regarding Board Assignments

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

4. **DEPARTMENT/COMMISSION REPORTS**

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

5. **CONSENT AGENDA**

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

**A. Board Minutes**

Departments: Clerk of the Board

- 1). Approval of the Board Minutes from the Regular Meetings in November 2022.
- 2). Approval of the Board Minutes from the Special Meeting on November 22, 2022.

**Recommended Action:** 1). Approve the Board Minutes from the Regular Meetings on November 1, 2022. 2). Approve the Board Minutes from the Regular Meeting on November 8, 2022. 3). Approve the Board Minutes from the Special Meeting on November 22, 2022.

**Fiscal Impact:** None.

**B. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 1/31/2023.

**Recommended Action:** Approve the Treasury Transaction Report for the month ending 1/31/2023.

**Fiscal Impact:** None.

**C. Medi-Cal County Inmate Program**

Departments: Sheriff

Proposed contract no. 23-MCIPMONO-26 with California Department of Health Care Services pertaining to participating in the Medi-Cal County Inmate Program (MCIP) for Fiscal Years (FY) 2023-2024, 2024-2025, and 2025-2026.

**Recommended Action:** Approve County entry into proposed contract number 23-MCIPMONO-26 with the California Department of Health Care Services for participation in the Medi-Cal County Inmate Program, total contract amount not to exceed \$269.70, and authorize Sheriff Ingrid Braun to execute said contract on behalf of the County.

**Fiscal Impact:** Fees paid for administrative costs and payments associated with this program will be paid with General Fund monies budgeted in Jail Medical Services or the Community Corrections Partnership. The maximum payable

amount the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$83.08 for FY 2023-2024, \$89.72 for FY 2024-2025, and \$96.60 for FY 2025-2026.

**D. Community Corrections Partnership Executive Committee Appointment**

Departments: Probation

Proposed resolution approving the appointment of District Attorney David Anderson to the Community Corrections Partnership Executive Committee and confirming membership of that Committee. Mono County Community Corrections Partnership Executive Committee at its regular meeting on February 15, 2023 voted to recommend David Anderson's appointment to the Executive Committee.

**Recommended Action:** Adopt proposed resolution, approving the appointment of District Attorney David Anderson to the Community Corrections Partnership Executive Committee and confirming membership of that Committee.

**Fiscal Impact:** None.

**E. Allocation List Amendment - Probation Department**

Departments: Probation

Proposed resolution authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to eliminate one (1) Behavioral Health Services Coordinator I position and add one (1) Behavioral Health Services Coordinator III position in the Department of Probation.

**Recommended Action:** Adopt proposed resolution, authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to eliminate one (1) Behavioral Health Services Coordinator I position and add one (1) Behavioral Health Services Coordinator III position in the Department of Probation.

**Fiscal Impact:** The fiscal difference between positions will be funded through the Pretrial Release Program funding under SB129. Salary for the Behavioral Health Services Coordinator I position is \$56,831 annually and benefits are \$18,664. Salary for the Behavioral Health Services Coordinator III position is \$65,946 annually and benefits are \$20,123. Difference between Behavioral Health Services Coordinator I and Behavioral Health Services Coordinator III is \$3,039 in salary and \$486 in benefits for a total of \$3,525 for the remainder of the current fiscal year. Difference between Behavioral Health Services Coordinator I and Behavioral Health Services Coordinator III for a full year is \$9,115 in salary and \$1,459 in benefits for a total of \$10,574. No fiscal impact to the General Fund.

**F. Madera County Sheriff-Coroner: Agreement for Autopsy Services**

Departments: Sheriff

Proposed contract with Madera County Sheriff-Coroner pertaining to Agreement

for Autopsy Services.

**Recommended Action:** Approve and authorize the Chair of the Board of Supervisors to sign the contract with Madera County Sheriff-Coroner for the term of October 1, 2022, and end September 30, 2024.

**Fiscal Impact:** There is no additional fiscal impact to the Sheriff's budget.

**G. Local Agency Technical Assistance (LATA) Grant MOU Agreement with Golden State Connect Authority (GSCA)**

Departments: Information Technology

Proposed memorandum of understanding (MOU) with the Golden State Connect Authority (GSCA) for the implementation of the Local Agency Technical Assistance (LATA) grant.

**Recommended Action:** Approve, and authorize Board Chair to sign, a memorandum of understanding (MOU) with the Golden State Connect Authority (GSCA) for the implementation of the Local Agency Technical Assistance (LATA) grant. Additionally, provide authorization for the Interim Information Technology (IT) Director to approve minor amendments and/or revisions that may occur during the contract period provided such amendments do not alter the amount not-to-exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

**Fiscal Impact:** The maximum amount payable under this 24-month term grant agreement shall not exceed the amount of \$500,000.

**6. CORRESPONDENCE RECEIVED - NONE**

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

**7. REGULAR AGENDA - MORNING**

**A. Employment Agreement - Undersheriff**

Departments: Sheriff

10 minutes

(Sheriff Braun) - Proposed resolution approving a contract with Clint Dohmen as Undersheriff, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Adopt Resolution, approving a contract with Clint Dohmen as Undersheriff, 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 estimated cost for filling this vacancy for the remainder of

the fiscal year is \$70,111, of which \$48,241 is salary, \$3,618 is POST Education pay, and \$21,870 is benefits. The annual cost of this position is \$240,386, of which \$165,399 is salary, \$12,405 is POST Education pay, and \$74,987 is benefits. The cost of this position is included in the Sheriff's FY 2022-23 adopted budget.

**B. Emergency Declarations - 2022/23 Winter Storms**

Departments: Emergency Management

10 minutes

(Chris Mokracek, Director of Emergency Management) - Review of declaration of emergency related to severe winter storms issued in January of 2023, and ratification of proclamation of emergency related to additional severe storms issued on on February 28, 2023.

**Recommended Action:** 1. Determine that there is a need to continue local emergency declaration related to severe winter storms made by the Director of Emergency Services on January 10, 2023, (and ratified and continued by the Board of Supervisors on January 17, 2023). 2. Adopt proposed resolution ratifying and continuing proclamation of emergency related to additional severe winter storms made by the Director of Emergency Services on February 28, 2023.

**Fiscal Impact:** Continuation of existing local emergency declaration and establishment of a new local emergency declaration is a prerequisite to the County being reimbursed for on-going expenditures incurred for Category A - Debris Removal and Category B - Emergency Work, under the California Disaster Assistance Act.

**C. Requests for Federal Resources**

Departments: County Administration

30 minutes

(Mary Booher, Acting County Administrative Officer) - Presentation by Mary Booher and Kristi More, The Ferguson Group, regarding Mono County requests to the Federal delegation for resources.

**Recommended Action:** Approve final projects for submittal for the Federal budget process. Provide any desired direction to staff.

**Fiscal Impact:** Potential of additional revenue to apply towards Mono County priority projects.

**8. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Mary Booher, Stacey Simon,

Janet Dutcher, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE), Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), and Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

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

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

**9. BOARD MEMBER REPORTS**

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

**ADJOURN**



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

# REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 7, 2023

**Departments: Clerk of the Board**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Chair Duggan

**SUBJECT** Proclamation Designating the Month of March 2023 as Grand Jury Awareness Month

### AGENDA DESCRIPTION:

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

Proclamation designating March 2023 as Grand Jury Awareness Month.

### RECOMMENDED ACTION:

Approve the proclamation designating March 2023 as Grand Jury Awareness Month.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Danielle Patrick

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

<p>Click to download</p> <p> <a href="#">Proclamation</a></p>
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### History

Time	Who	Approval
2/28/2023 12:54 PM	County Counsel	Yes
2/14/2023 10:02 AM	Finance	Yes
2/28/2023 5:33 PM	County Administrative Office	Yes





***MONO COUNTY BOARD OF SUPERVISORS PROCLAMATION  
MARCH 2023 GRAND JURY AWARENESS MONTH***

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

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

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

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

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

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

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

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

***NOW, THEREFORE***, the Mono County Board of Supervisors proclaims March 2023 as Grand Jury Awareness Month

***APPROVED AND ADOPTED*** this 7<sup>th</sup> day of March 2023, by the Mono County Board of Supervisors

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**Jennifer Kreitz, Supervisor District #1**

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**Rhonda Duggan, Supervisor District #2**

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**Bob Gardner, Supervisor District #3**

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**John Peters, Supervisor District #4**

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**Lynda Salcido, Supervisor District #5**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 7, 2023

**Departments: Social Services**

**TIME REQUIRED** 10 minutes

**SUBJECT** Proclamation Designating the Month of March 2023 as Red Cross Month

**PERSONS APPEARING BEFORE THE BOARD**

Cathy Young, Supervising Staff Services Analyst County of Mono Department of Social Services

**AGENDA DESCRIPTION:**

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

Proclamation designating March 2023 as Red Cross Month.

**RECOMMENDED ACTION:**

Approve the proclamation designating March 2023 as Red Cross Month.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** cyoung@mono.ca.gov

**PHONE/EMAIL:** 760-924-1780 / cyoung@mono.ca.gov

**SEND COPIES TO:**

Cathy Young; Kathy Peterson

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
2/28/2023 12:54 PM	County Counsel	Yes
2/28/2023 1:36 PM	Finance	Yes

2/28/2023 5:05 PM

County Administrative Office

Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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C O U N T Y O F M O N O

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P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH  
Director

BRIDGEPORT OFFICE  
(760) 932-5600  
FAX (760) 932-5287

MAMMOTH LAKES OFFICE  
(760) 924-1770  
FAX (760) 924-5431



To: Mono County Board of Supervisors  
From: Cathy Young, Supervising Staff Services Analyst  
Date: February 15, 2023  
Re: *March Is Red Cross Month* Proclamation

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March is Red Cross Month. The tradition of March being declared Red Cross Month began in 1943 with a proclamation from President Franklin D. Roosevelt. For more than 75 years, all US presidents have designated this month as Red Cross Month.

Mono County is part of the American Red Cross Central California Region which serves over 4.2 million residents throughout 11 counties: Fresno, Inyo, Kern, Kings, Madera, Mariposa, Mono, San Luis Obispo, Santa Barbara, Tulare, and Ventura.

The Mono County Department of Social Services requests a proclamation celebrating Red Cross Month be read by the Board Chair. In doing so, Mono County joins the Red Cross in recognizing all those who have answered the call to help others under the Red Cross emblem that continues to stand for help and hope during the most challenging of times. Volunteers and employees make a difference across the Eastern Sierra by volunteering to help people affected by a disaster.

For additional information about Red Cross Month, or to volunteer, please contact Cathy Young, 760/924-1780.



***MONO COUNTY BOARD OF SUPERVISORS PROCLAMATION  
MARCH 2023 AMERICAN RED CROSS MONTH***

***WHEREAS***, the American Red Cross plays a vital role in our communities, alleviating suffering in the face of disaster and serving as a true reflection of the humanitarian and volunteer spirit of the people of Mono County; and

***WHEREAS***, every year, the American Red Cross responds to more than 63,000 disasters across the country, including mudslides, volcanos, wildfires, hurricanes, and typhoons; and

***WHEREAS***, thousands of American Red Cross volunteers work with local communities to shelter, feed and provide emotional support around the clock to victims of disaster, including local events in the Eastern Sierra; and

***WHEREAS***, the Red Cross supplies almost half of the nation's blood supply, teaches lifesaving skills, provides international humanitarian aid, supports military members and their families, and supports victims of disaster; and

***WHEREAS***, March is Red Cross Month, a special time to recognize and thank the Red Cross volunteers and donors who give their time and resources to help members of the community.

***NOW, THEREFORE BE IT RESOLVED*** the Mono County Board of Supervisors, do hereby proclaim March 2023 as American Red Cross Month in Mono County and encourage all residents to support this organization and its noble humanitarian mission.

***APPROVED AND ADOPTED*** this 7th day of March, 2023, by the Mono County Board of Supervisors.

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**Jennifer Kreitz, Supervisor District #1**

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**Rhonda Duggan, Supervisor District #2**

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**Bob Gardner, Supervisor District #3**

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**John Peters, Supervisor District #4**

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**Lynda Salcido, Supervisor District #5**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 7, 2023

**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)

- 1). Approval of the Board Minutes from the Regular Meetings in November 2022. 2). Approval of the Board Minutes from the Special Meeting on November 22, 2022.

**RECOMMENDED ACTION:**

- 1). Approve the Board Minutes from the Regular Meetings on November 1, 2022. 2). Approve the Board Minutes from the Regular Meeting on November 8, 2022. 3). Approve the Board Minutes from the Special Meeting on November 22, 2022.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Danielle Patrick

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<b>Click to download</b>
<a href="#">November 1, 2022 DRAFT Meeting Minutes</a>
<a href="#">November 8, 2022 Meeting Minutes</a>
<a href="#">November 22, 2022 Special Meeting Minutes</a>

**History**

Time	Who	Approval
3/1/2023 8:36 AM	County Counsel	Yes

2/9/2023 11:11 AM

Finance

Yes

3/1/2023 5:50 PM

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  
November 1, 2022**

<b>Backup Recording</b>	<b>Zoom</b>
<b>Minute Orders</b>	<b>M22-205 – M22-218</b>
<b>Resolutions</b>	<b>R22-115 – R22-121</b>
<b>Ordinance</b>	<b>ORD22-11 Not Used</b>

9:08 AM Meeting called to order by Vice Chair Duggan.

*Supervisors Present: Corless, Duggan, Gardner, and Peters (all attended in person or zoom).*

*Supervisors Absent: Kreitz.*

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 Peters.

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

**Dan Holler, Town of Mammoth Lakes:**

- Community Rec Center.
- Tesla set up has begun.
- Parcel - Units being set on foundation.
- Whitmore Ball Park – supply chain issues discussed.
- Parcel – Child Care – Preschool.
- Broadband Grant Update - \$500,000.
- Outdoor Ice Rink.
- Lift of Local Fire Restrictions.

**Mike Godbe:**

- Make the board aware – remote workstation rollout (Bridgeport, Walker, Lee Vining).

**Note:**

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



**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICER**

**Robert C. Lawton, CAO:**

- Year-end close out.
- Met with Dan Holler.
- Attended CSAC.

**4. DEPARTMENT/COMMISSION REPORTS**

**Paul Roten, Public Works Director:**

- Provided update on jail project – will have a Board presentation next week.
- Eastern Sierra Sustainable recreation – Marcela has been in contact with Forest Service, BLM, several groups at the Town of Mammoth Lakes.
- Other project updates. Courthouse Paint – discussed challenges; Tennis Court – Walker and Bridgeport and Mono Lake Playground.

**Justin Nalder, Public Works - Solid Waste:**

- Provided update on closure of Benton Landfill.
- This Sunday – 11/6 – Free Dump Day with Clean California.
- Conway Ranch - grazing season is now complete.
- Mountain View Fire – data consolidation period.
- Still working on the Solid Waste Workshop.

**Sanjay Choudhrie, Housing Opportunities Manager:**

- Provided update on Gull Lake Lodge Property.
- Mono Lake Lodge – offer was not accepted.

**Kathy Peterson, Public Health and Social Services Director:**

- AAA received Senior Nutrition Infrastructure monies from CDA to support the capacity and infrastructure of senior nutrition programs. Mono will be allocated about \$105,227.
- Will be receiving funds from the CDA to implement an Access to Technology program for older adults in the county, if the BOS approves the project.
- Acknowledged Jen Burrows with Public Health for her efforts for the PSPS shutdown. Due to her actions, we did not have to replace vaccines worth hundreds of thousands of dollars.

**Marjoree Neer, Public Health:**

- Provided update on vaccinations for the flu and Covid.

**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

**Note:**

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

Approval of the Board Minutes from July 19, 2022, August 9, 2022, August 16, 2022, and September 6, 2022, Regular Meeting of the Board of Supervisors.

**Action:** Approved the Board Minutes from July 19, 2022, August 9, 2022, August 16, 2022, and September 6, 2022, Regular Meeting of the Board of Supervisors.

**Peters moved; Gardner seconded**

**4 Yes, 0 No, 1 Absent**

**M22-205**

## **B. Resolution Making Findings under AB 361 - Related to Remote Meetings**

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of November 1, 2022, through December 1, 2022.

**Action:** Adopted proposed resolution R22-115, Making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of November 1, 2022, through December 1, 2022.

**Peters moved; Gardner seconded**

**4 Yes, 0 No, 1 Absent**

**R22-115**

## **C. Resolution Adopting Clarified Travel, Per Diem and Meal Policy**

Departments: Human Resources

Proposed resolution clarifying and restating the Amended Mono County Travel, Per Diem (Meal) and Food and Beverage Policy adopted by Resolution R22-111.

**Action:** Adopted proposed resolution R22-116, Clarifying and restating the Amended Mono County Travel, Per Diem (Meal) and Food and Beverage Policy adopted by Resolution R22-111.

**Peters moved; Corless seconded**

**4 Yes, 0 No, 1 Absent**

**R22-116**

**Stacey Simon, County Counsel:**

- Presented Item.
- Reviewed the revised policy - Page 6 policy rates.

## **D. Appointment to June Lake Public Utility District**

**Note:**

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

Departments: Clerk of the Board of Supervisors

Pursuant to Public Utilities Code section 16003, the June Public Utilities District (JLPUD) informed the Mono County Clerk of a vacancy on its governing board. Notice was made within 15 days of the effective date of the vacancy and was posted in three conspicuous places as required by Government Code section 1780. No applications were received by JLPUD within the 60-day time frame in which JLPUD board could have made the appointment. Subsequently, the JLPUD received one application, from Bruce Logan. The JLPUD is asking that the Board of Supervisors appoint Mr. Logan as a member of the JLPUD governing board for a term ending November 30, 2022.

**Action:** Appointed Bruce Logan to the June Lake Public Utility District governing board for a term ending November 30, 2022.

**Peters moved; Gardner seconded**

**4 Yes, 0 No, 1 Absent**

**M22-206**

#### **E. Amendment to Contracts for Indigent Defense Services**

Departments: CAO

Proposed contract amendments with The Law Office of Sophie Bidet, Inc./Sophie Bidet, Esq., Brad Braaten, Esq. and Josh Hillemeier, Esq. pertaining to the provision of indigent defense services upon appointment by the Court.

**Action:** Approved, and authorized the County Administrative Officer to sign, contract amendments with The Law Office of Sophie Bidet, Inc./Sophie Bidet, Esq., Brad Braaten, Esq. and Josh Hillemeier, Esq. for indigent defense services to modify provisions related to reimbursement for transcription services and increase monthly rate by \$750, commencing November 1, 2022.

**Peters moved; Gardner seconded**

**4 Yes, 0 No, 1 Absent**

**M22-207**

#### **F. Staff Request for Administrative Leave Without Pay**

Departments: Social Services

Request for the Board of Supervisors to approve Administrative Leave Without Pay for Social Services Integrated Caseworker Yvon Guzman-Rangel.

**Action:** Approved request by Yvon Guzman-Rangel, Integrated Caseworker in the Social Services Department, for Administrative Leave Without Pay in accordance with MCPE Personnel Rules Section 370, for the period October 28, 2022, through December 4, 2022.

**Peters moved; Gardner seconded**

**Note:**

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

**4 Yes, 0 No, 1 Absent**  
**M22-208**

**G. Revised Antelope Valley Regional Planning Advisory Committee (RPAC) Bylaws**

Departments: CDD

The Antelope Valley Regional Planning Advisory Committee (RPAC) revised its operating Bylaws and is recommending approval to the Board of Supervisors.

**Action:** Approved the revised Antelope Valley RPAC Bylaws as recommended.

**Peters moved; Gardner seconded**

**4 Yes, 0 No, 1 Absent**

**M22-209**

**H. Bridgeport Jail Project - HazMat Abatement**

Departments: Public Works

Invitation for Bids and Request for Proposals to remove and monitor potentially hazardous materials from Bridgeport old hospital site, to allow demolition of hospital in preparation for upcoming construction of the Mono County Jail.

**Action:** (1) Approved entry into the attached agreements; (2) Authorized the Public Works Director to advertise the attached Invitation for Bids for hazardous materials abatement and award the contract to the lowest responsive bidder, (3) Authorized the Public Works Director to advertise the attached request for proposals for hazardous materials abatement monitoring and award the contract to the most qualified responsive consultant; and (4) Authorized the Public Works Director to make minor amendments to said agreements from time to time as approved by County Counsel.

**Peters moved; Gardner seconded**

**4 Yes, 0 No, 1 Absent**

**M22-210**

**I. Contract for the Provision of Custodial and Campground Management Services**

Departments: Public Works

Agreement Between County of Mono and Jessica Coronado for the Provision of Custodial and Campground Management Services.

**Action:** Approved and authorized Public Works Director to sign the Agreement Between County of Mono and Jessica Coronado for the Provision of Custodial

**Note:**

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

and Campground Management Services for the period November 1, 2022, through June 30, 2025, and a not-to-exceed amount of \$131,720 per fiscal year.

**Peters moved; Gardner seconded**

**4 Yes, 0 No, 1 Absent**

**M22-211**

**J. Proposed Amendment to Mammoth Community Water District's Conflict of Interest Code**

Departments: Clerk of the Board

All local government agencies, including special districts, are required by state law to adopt their own conflict-of-interest codes and to review such codes once every two years. The last conflict-of-interest code for the Mammoth Community Water District was adopted by their Board of Directors on July 19, 2018 and was due for an update to account for recent changes in some staff job duties and practices. The Board of Supervisors is the code-reviewing body for the conflict-of-interest codes for the County and all agencies in the county, including the Mammoth Community Water District, and must approve their code for it to take effect.

**Action:** Approved the new Conflict of Interest Code adopted by the Mammoth Community Water District.

**Peters moved; Gardner seconded**

**4 Yes, 0 No, 1 Absent**

**M22-212**

**K. FY2021-22 Budget Close Out**

Departments: CAO, Finance

During the year-end process of closing the accounting records, approval from the Board of Supervisors is required when budgeted appropriations are estimated insufficient to cover actual spending incurred by County Departments and where other administrative remedies to reallocate budgeted amounts within budget units are not available or inefficient to do so.

**Action:** Approved and directed the Mono County Budget Officer to make the FY 2021-2022 year-end budget clean-up adjustments as recommended in Attachment A, or as amended (requires 4/5ths approval).

**Gardner moved; Peters seconded**

**4 Yes, 0 No, 1 Absent**

**M22-213**

**Robert C. Lawton, CAO:**

- Presented item.

**Note:**

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

## 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. State of California Wildlife Conservation Board Agenda Item: Project for consideration in Mono County

Departments: Clerk of the Board

Read and discuss letter regarding an agenda item for State of California Wildlife Conservation Board on November 15, 2022, for a Project Consideration in Mono County, Mammoth 395 Wildlife Crossing Plan (Project ID: 2021183).

#### Supervisor Corless:

- Introduced item.
- Encourages everyone to attend the meeting – Mammoth 395 Wildlife Crossing Project Implemented.

## 7. REGULAR AGENDA - MORNING

### A. PUBLIC HEARING: Electric Vehicle Charging Station Permit Expediting Ordinance

Departments: Community Development Department

**Action:** Introduced, read title, and waived further reading of the proposed ordinance to adopt an expedited, streamlined permitting process for electric vehicle charging stations; Found that the project qualifies as a Categorical Exemption under CEQA Sections 15303(d).

**Peters moved; Corless seconded**

**4 Yes, 0 No, 1 Absent**

**M22-214**

#### Tom Perry, Community Development:

- Presented item.

*Public Hearing Opened: 10:27 AM*

*Public Hearing Closed: 10:29 AM*

*Break: 10:31 AM*

*Reconvened: 10:42 AM*

### B. Consider Waiver of Voter-Approved Mono County Cannabis Cultivators Tax

Departments: Finance, CAO

#### Note:

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

(Janet Dutcher, Finance Director) - Cannabis taxation was premised on keeping the tax burden for operators at or below 30%. At the time Mono County adopted its taxing ordinance the produce price was \$800 per pound. Now it has fallen to \$300 or less per pound, increasing the tax burden above the 30% threshold. In response, the state has waived its cultivation tax for a period of three fiscal years. This item is a consideration whether Mono County should likewise waive its cultivation tax or consider other alternatives.

**Action:** Directed staff to return to the Board with an item to temporarily waive the cultivation tax for a period of three fiscal years ending June 30, 2025.

**Peters moved; Corless seconded**

**4 Yes, 0 No, 1 Absent**

**M22-215**

**Janet Dutcher, Finance Director:**

- Introduced item and provided background.

**Jeff Simpson, Economic Development Director:**

- Has worked with this cultivator and others.

**Stacey Simon, County Counsel:**

- Provided a preliminary legal clarification on whether the Board can unilaterally wave, eliminate or reduce the tax.

### **C. Establishment of Office of Public Administrator - Public Guardian; Repeal of Existing Code Sections**

Departments: CAO

(Robert C. Lawton, CAO) - Proposed ordinance amending the Mono County Code to establish the Office of the Public Administrator - Public Guardian for Mono County; to repeal Chapter 7.91 related to Conservatorships; and unconsolidated the Office of the Public Administrator from the Office of the District of Attorney.

**Action:** Introduced, read title, and waived further reading of proposed ordinance.

**Peters moved; Gardner seconded**

**4 Yes, 0 No, 1 Absent**

**M22-216**

**Robert C. Lawton, CAO:**

- Presented item.

**Stacey Simon, County Counsel:**

- Discussed Timing – Many moving parts and that there is a transition - changes to occur (February 2023).

**Note:**

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**D. Designate the County Administrative Officer as the County's Representative to the California Broadband Cooperative**

Departments: CAO

(Robert C. Lawton) - Designation of County representative to serve on the Board of Directors of the California Broadband Cooperative (CBC).

**Action:** Designated the County Administrative Officer, or his or her designee, to represent the County as a Class A member of the CBC Board of Directors pursuant to Section 4.05(a)(i) of the Bylaws of California Broadband Cooperative, Inc. (Amended and Restated October 4, 2018).

**Peters moved; Gardner seconded**

**4 Yes, 0 No, 1 Absent**

**M22-217**

**Robert C. Lawton, CAO:**

- Presented item.

**Stacey Simon, County Counsel:**

- Provides clarification - Does align with CAO Lawton expertise.
- There are some issues (CDC) that will be discussed in Closed Session.

**E. Resolution Amending the At-Will Employee Salary Matrix**

Departments: CAO

(Robert C. Lawton, CAO) - A Resolution of the Mono County Board of Supervisors Adopting a Revised Salary Matrix Applicable to At-Will Employee and Elected Department Heads to Reclassify the District Attorney Operations and Program Supervisor Position, and Superseding and Replacing R22-98.

**Action:** Adopted proposed resolution R22-117, Adopting a Revised Salary Matrix Applicable to At-Will Employee and Elected Department Heads to Reclassify the District Attorney Operations and Program Supervisor Position, and Superseding and Replacing R22-98.

**Gardner moved; Corless seconded**

**4 Yes, 0 No, 1 Absent**

**R22-117**

**Robert C. Lawton, CAO:**

- Presented item.
- Correction – 7/2021 Salary Matrix.

**F. Employment Agreement - District Attorney Chief Investigator**

Departments: District Attorney

(Tim Kendall, District Attorney) - Proposed resolution approving a contract with Chris Callinan as District Attorney Chief Investigator, and prescribing the

**Note:**

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compensation, appointment, and conditions of said employment.

**Action:** Announced Fiscal Impact. Approved Resolution R22-118, Approving a contract with Chris Callinan as District Attorney Chief Investigator, and prescribing the compensation, appointment, and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The full cost of salary and benefits for an entire fiscal year is approximately \$172,709, of which \$131,112 is salary and \$41,597 is benefits. This is included in the adopted budget. Additionally, this item includes ARPA spending of \$5,132 as the cost of essential worker pay, which was not included in the adopted budget.

**Peters moved; Gardner seconded**

**4 Yes, 0 No, 1 Absent**

**R22-118**

**Tim Kendall, District Attorney:**

- Presented item.

## **G. Employment Agreement - District Attorney Investigator II**

Departments: District Attorney

(Tim Kendall, District Attorney) - Proposed resolution approving a contract with John Estridge as District Attorney Investigator II, and prescribing the compensation, appointment, and conditions of said employment.

**Action:** Announced Fiscal Impact. Approved Resolution R22-119, Approving a contract with John Estridge as District Attorney Investigator II, and prescribing the compensation, appointment, and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The full cost of salary and benefits for an entire fiscal year is approximately \$154,511, of which \$120,186 is salary and \$34,325 is benefits. This is included in the adopted budget. Additionally, this item includes ARPA spending of \$5,132 as the cost of the one-time essential worker pay, which was not included in the adopted budget.

**Peters moved; Gardner seconded**

**4 Yes, 0 No, 1 Absent**

**R22-119**

**Tim Kendall, District Attorney:**

- Presented item.

## **H. Employment Agreement - District Attorney Operations and Programming**

**Note:**

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

## **Supervisor**

Departments: District Attorney

(Tim Kendall, District Attorney) - Proposed resolution approving a contract with Sarah Gillespie as District Attorney Operations and Programming Supervisor, and prescribing the compensation, appointment and conditions of said employment.

**Action:** Announced Fiscal Impact. Approved Resolution R22-120, approving a contract with Sarah Gillespie as District Attorney Operations and Programming Supervisor, and prescribing the compensation, appointment and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The full cost of salary and benefits for an entire fiscal year is approximately \$121,189 of which \$85,995 is salary and \$35,194 is benefits. This is included in the adopted budget.

**Corless moved; Gardner seconded**

**4 Yes, 0 No, 1 Absent**

### **R22-120**

**Tim Kendall, District Attorney:**

- Presented item.
- Salary 100 % funded by the Victim-Witness Grant.

## **I. Employment Agreement - Deputy District Attorney III**

Departments: District Attorney

(Tim Kendall, District Attorney) - Proposed resolution approving a contract with Todd Graham as Deputy District Attorney III, and prescribing the compensation, appointment, and conditions of said employment.

**Action:** Announced Fiscal Impact. Approved Resolution R22-121, approving a contract with Todd Graham as Deputy District Attorney III, and prescribing the compensation, appointment, and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The full cost of salary and benefits for an entire fiscal year is approximately \$162,273, of which \$127,054 is salary and \$35,219 is benefits. This is included in the adopted budget.

**Peters moved; Gardner seconded**

**4 Yes, 0 No, 1 Absent**

### **R22-121**

**Tim Kendall, District Attorney:**

- Presented item.

#### **Note:**

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

## **J. Communications Site License Agreement with New Cingular Wireless**

Departments: Various

(Milan Salva, Interim IT Director and Stacey Simon, County Counsel) - Proposed communications site license Agreement between the County of Mono and New Cingular Wireless PCS, LLC for the development of a cellular tower on property owned by the County at the Chalfant Transfer Station.

**Action:** Approved, and authorized Chair to sign, communications site license agreement with New Cingular Wireless PCS, LLC, as amended, to develop a telecommunications site at the Chalfant Transfer Station for an initial license term of 10 years, with four automatic 10-year renewals, for a total of up to 50 years, and payment of an annual license fee starting at \$1,500 for the first year and ending at \$6,198 for the final year, if specified conditions are satisfied. Found that the project is exempt from review under the California Environmental Quality Act (CEQA) because it qualifies for a Class 3 exemption (14 CCR 15303) and no exceptions to the exemption apply. Authorized staff to file a notice of exemption.

**Peters moved; Gardner seconded**

**4 Yes, 0 No, 1 Absent**

**M22-218**

**Stacey Simon, County Counsel:**

- Introduced and provided background of item.
- Revisions to the agreement – **Paragraph 3D** – *“As further consideration for the license granted here in Licensee shall provide directly, or by contract for the provision of wireless communication services to the portion of the Chalfant Valley, that is, within the line of sight of the antenna in one year of the license State. This deadline may be extended with written approval by the director in his discretion, which approvals will not be unreasonably withheld, and the deadline shall be extended if licensee has shown in good faith, but unsuccessful efforts to secure a cellular provider for the site in sufficient time to meeting the deadline”.*
- Clarified the process of “legal right’ to a property.

**Jon Silva, New Cingular Wireless:**

- Discussed the lack of current coverage.

**Former Supervisor Fred Stump:**

- Provided background information and history.

**Mike Godbe:**

- Expressed concerns, feels like a location in Hammil Valley would be better – this duplicates coverage.

## **K. Hydrologic Monitoring at Casa Diablo**

Departments: Community Development - LVHAC

**Note:**

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

(Nick Criss, Code Enforcement) - Groundwater monitoring in the Casa Diablo Basalt Canyon area on behalf of Ormat Technologies, Inc. pursuant to requirements applicable to the permits for Ormat's geothermal operations.

**Action:** None.

**Nick Criss, Code Enforcement:**

- Presented item.

**Garrett Higerd, Engineer Mammoth Water District:**

- Discussed concerns.

Board consensus to bring item back to the Board next week.

Moved to Item 9.

## 8. CLOSED SESSION

*Closed Session: 12:29 PM*

*Reconvened: 1:47 PM*

Nothing 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, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

### B. Closed Session - Public Employee Evaluation

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

Moved to Adjournment.

## 9. BOARD MEMBER REPORTS

**Supervisor Corless:**

- No report.

**Note:**

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**Supervisor Duggan:**

- No report.

**Supervisor Gardner:**

- No report.

**Supervisor Kreitz:**

- Absent.

**Supervisor Peters:**

- 10/20 – attended Rural Action Caucus Meeting with NACo.
- 10/25 – attended Tourism Commission meeting
- 10/26 – Human Service Education – NACo meeting
- Met about geothermal project – CAO Lawton and Jeff Simpson

Moved to Item #8.

**ADJOURNED at 1:49 PM**

**ATTEST**

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**RHONDA DUGGAN  
VICE CHAIR OF THE BOARD**

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**DANIELLE PATRICK  
SENIOR DEPUTY 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: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting  
November 8, 2022**

<b>Backup Recording</b>	<b>Zoom</b>
<b>Minute Orders</b>	<b>M22-219 – M22-230</b>
<b>Resolutions</b>	<b>R22-122 – R22-125</b>
<b>Ordinance</b>	<b>ORD22-11 – ORD22-12</b>

9:08 AM Meeting called to order by Chair Gardner.

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

*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.

“Snowflakes are one of Nature’s most fragile things. But just look what they can do when they stick together”. – Anonymous

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

**Naomi Jensen, Owner - Environmental, Inc.:**

- Introduced her business to the Board and provided background of work experience.

**2. RECOGNITIONS**

**Note:**

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

## **A. Proclamation Designating the Month of November 2022 as Native American Heritage Month**

Departments: CAO

(Robert C. Lawton, CAO) - Recognition of November as Native American Heritage Month.

**Action:** Approve proposed proclamation.

**Corless moved; Duggan seconded**

**5 Yes, 0 No**

**M22-219**

**Robert C. Lawton, CAO:**

- Introduced item.

**Cheyenne Stone, Assistant to the CAO:**

- Presented item.

Moved to Item #3.

**Debbie Painter, Cultural Coordinator; Lorena Holdaway, Cultural Committee; Danielle Christensen, Ecological Knowledge Specialist**

- Provided background on tribe and thanked the Board for the recognition.
- "Looking forward to working together in the future".

Moved to item #4

## **3. COUNTY ADMINISTRATIVE OFFICER**

**Robert C. Lawton, CAO:**

- Recognized staff from the Public Works Department: Tony Iniguez, Jason Davenport, and Paul Roten.
- Provided update on department directors meetings being held monthly.
- Coffee with the CAO.
- Attended the Budget meeting.
- Discussed Jail Project.
- Provided update on meeting with Kristi More (TFG).
- Housing Workshop – Cancelled due to weather.

Returned to Item #2a.

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

**Jeff Simpson, Economic Development Director:**

- Update on RCRC Grant.
- Update on CERF Fund.
- New full-time employee.

**Scheereen Dedman, Registrar of Voters:**

**Note:**

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- Provided poll times.
- Thanked the poll workers, Supervisor Duggan, Kathy Young, and Kevin Moss.
- Thanked Public Works (Don Nunn, Claude Fiddler, Moises Cornejo, Cory Gonzales, and Kevin Julian), CalTrans, Sheriff Braun, Hernandez, Deputy Mark Wilson, IT Department.

**Stacey Simon, County Counsel:**

- Discussed legal challenge that came about during COVID regarding orders that were issued by Mono County Public Health Officer pertaining to lodging, restaurants.
- The Plaintiff has appealed: Oral argument is scheduled for 12/5 in Sacramento.

**Wendy Sugimura, Community Development Director:**

- Provided department staffing update.

**Supervisor Kreitz:**

- Provided an update on LAFCO training.

## 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. 2022 Snow Removal Priorities**

Departments: Public Works - Roads

Consideration of policies, procedures and priorities for the Department of Public Works snow removal operations that are memorialized annually through Board Resolution, with supporting written policies and a countywide map.

**Action:** Adopted Resolution R22-122, Re-Establishing Snow Removal Policies, Procedures, and Priorities for County-Maintained Roads.

**Peters moved; Kreitz seconded**

**5 Yes, 0 No**

**R22-122**

### **B. Appointment to the Mammoth Lakes Mosquito Abatement District**

Departments: Clerk of the Board

In June of 2020, one seat of the Mammoth Lakes Mosquito Abatement District (MLMAD) was vacated. Unfortunately, there were no applications submitted. In August of 2020, vacancy notices were posted again. One application was submitted.

**Action:** Appointed Melissa Simmons to a seat on the Mammoth Lakes Mosquito Abatement District Board of Trustees, with a term expiring May 15, 2026.

**Peters moved; Kreitz seconded**

**5 Yes, 0 No**

**Note:**

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



**M22-220**

**C. Appointments to Special Districts in Lieu of Election**

Departments: Elections

Pursuant to Government Code 1780 and Elections Code Section 10515(b), the Mono County Registrar of Voters is requesting that the Board of Supervisors appoint to office persons who: (1) have filed declarations of candidacy for election but are running unopposed (or the number of vacant seats is equal to or greater than the number of candidates); (2) people who have applied/been recommended by a special district board to fill vacancies on that board where no candidate has filed a declaration of candidacy; and/or (3) persons who have applied/been recommended by the special district board to temporarily fill a vacancy on that board occurring outside of the election cycle.

**Action:**

Appointed members to fill Special District board vacancies as set forth below:

<b>Special District</b>	<b>Name</b>	<b>Term End Date</b>
Birchim Community Services District	Patricia M. Corto	11/30/2026
	Joan Stern	11/30/2026
	Michael Martyr	11/30/2026
Bridgeport Fire Protection District	Marcus Bunn	11/30/2026
	James Jeude	11/30/2026
	Jeff Beard	11/30/2026
Bridgeport Public Utility District	Donna Lee Simensen	11/30/2026
	Jessica Rockwell	11/30/2026
Chalfant Valley Fire Protection District	Frank R Bauer II	11/30/2026
	Harold McDonald	11/30/2026
Hilton Creek Community Services District	Isabel S. Connolly	11/30/2026
	Cynthia Adamson	11/30/2026
June Lake Fire Protection District	Chris Jackson	11/30/2026
	Mary Karen O'Keefe	11/30/2026
June Lake Public Utility District	Bill Hunt	11/30/2026
Lee Vining Fire Protection District	Manuel Santillan	11/30/2026
	Santiago Escruceria	11/30/2026
Lee Vining Public Utility District	Joey Audenried	11/30/2026
Long Valley Fire Protection District	Sharon Marie Shaw	11/30/2026
	Kim A. Czeschin	11/30/2026
Mammoth Community Water District	Dennis Domaille	11/30/2026

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	Elizabeth "Betty" Hylton	11/30/2026
Mammoth Lakes Fire Protection District	Bret Bihler	11/30/2026
	Roger H. Curry Jr.	11/30/2026
Mono City Fire Protection District	David Swisher	11/30/2026
	John Warneke	11/30/2026
Paradise Fire Protection District	Pat Pontak	11/30/2026
	Jeni Winterburn	11/30/2026
	Gina Webber	11/30/2026
Southern Mono Healthcare District	Joanne Hunt	11/30/2026
	Yuri R Parisky	11/30/2026
Tri-Valley Groundwater Management District Director A	Carol Ann Mitchell	11/30/2026
	Andy Puhvel	11/30/2026
Wheeler Crest Community Services District	Brian Cashore	11/30/2026
	Charles Tucker	11/30/2026
Wheeler Crest Fire Protection District	Robert (Bob) Draney	11/30/2026
	Brent Miller	11/30/2026
White Mountain Fire Protection District	Geraldine Cady	11/30/2026
	Bruce Vidal	11/30/2026

**Peters moved; Kreitz seconded.**  
**5 Yes, 0 No**  
**M22-221**

#### **D. Re-Appointments to County Service Area (CSA) Boards**

Departments: Clerk of the Board of Supervisors

The terms for County Service Areas (CSA) #1 and #5 expire 11/30/2022. This item seeks to reappoint current board members to these expiring seats for new terms expiring on 11/30/2026.

**Action:** Reappointed John Connolly and Rick LaBorde to CSA #1 Board. Reappointed Tajia Rodriguez, Steve Noble, and Lynda Pemberton to CSA #5 Board. All appointments are for terms expiring 11/30/2026.

**Peters moved; Kreitz seconded**  
**5 Yes, 0 No**  
**M22-222**

#### **E. Proposed Wastewater Sampling Project**

**Note:**

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

Departments: Public Health

Consideration of a draft letter to the Mammoth Community Water District Board urging their reconsideration of a wastewater sampling project, as requested by the Mono County Board of Supervisors, and an associated Memorandum of Understanding for wastewater sampling and analysis.

**Action:** Approved proposed letter from the Mono County Board of Supervisors to the Mammoth Community Water District Board of Directors in support of a wastewater sampling program to detect COVID-19 and other infectious diseases.

**Peters moved; Kreitz seconded**

**5 Yes, 0 No**

**M22-223**

**F. Establishment of Office of Public Administrator - Public Guardian; Repeal of Existing Code Sections**

Proposed ordinance amending the Mono County Code to establish the Office of the Public Administrator - Public Guardian for Mono County; to repeal Chapter 7.91 related to Conservatorships; and unconsolidated the Office of the Public Administrator from the Office of the District of Attorney.

**Action:** Adopted proposed ordinance ORD22-11, Amending the Mono County Code to establish the Office of the Public Administrator - Public Guardian for Mono County; to repeal Chapter 7.91 related to Conservatorships; and unconsolidated the Office of the Public Administrator from the Office of the District of Attorney.

**Peters moved; Kreitz seconded**

**5 Yes, 0 No**

**ORD22-11**

**G. FY2021 Emergency Management Performance Grant (EMPG) - American Rescue Plan Act (ARPA) Governing Board Resolution**

Departments: Emergency Management

Mono County is a sub-grantee of the State of California for the (EMPG) (ARPA), which are managed by the California Governor's Office of Emergency Services (CalOES). CalOES requires the Board of Supervisors to appoint specific staff to execute for, and on behalf of the County for all actions related to the administration of these grants. The authorization of these specific staff is signified via the Governing Body Resolution (GBR) document which must be approved by the Board of Supervisors at least every three years.

**Action:** Adopted proposed resolution R22-123, authorizing Mono County to

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participate in the FY 2021 (EMPG) - American Rescue Plan Act and Designating the Director of Emergency Management and County Administrative Officer (CAO) as Authorized Agents to Sign for And Administer the Grant.

**Peters moved; Kreitz seconded**

**5 Yes, 0 No**

**R22-123**

#### **H. Contract with The Ferguson Group, LLC (TFG)**

Departments: CAO

Proposed contract with The Ferguson Group, LLC (TFG) pertaining to Federal Advocacy, Consulting, and Grant Services for a period of July 1, 2022, to June 30, 2023, and a not-to-exceed amount of \$101,000.

**Action:** Approved, and authorized CAO to sign, a contract with The Ferguson Group, LLC (TFG).

**Peters moved; Kreitz seconded**

**5 Yes, 0 No**

**M22-224**

#### **I. California County Assessors' Information Technology Authority**

Departments: Assessor

The Mono County Assessor wishes to join the Joint Exercise of Powers Agreement of the California County Assessors' Information Technology Authority to implement various state-funded software programs.

**Action:** Authorized the Mono County Assessor to sign the Joint Exercise of Powers Agreement of the California County Assessors' Information Technology Authority.

**Peters moved; Kreitz seconded**

**5 Yes, 0 No**

**M22-225**

#### **J. Addendum to Memorandum of Understanding with Blue Cross Partnership Plan, Inc.**

Departments: Behavioral Health

Proposed addendum to MOU with Blue Cross Partnership Plan, Inc. to update terms pertaining to exchange of protected health information in conformity with current CalAIM Data Sharing Authorization Guidance.

**Action:** Approved County entry into addendum to November 14, 2014, MOU

**Note:**

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with Blue Cross Partnership Plan, Inc. and authorized Behavioral Health Director to execute said addendum on behalf of the County.

**Peters moved; Kreitz seconded**

**5 Yes, 0 No**

**M22-226**

**K. Addendum to Memorandum of Understanding with California Health and Wellness Plan**

Departments: Behavioral Health

Proposed addendum to July 3, 2018, MOU with California Health and Wellness Plan to update terms pertaining to exchange of protected health information in conformity with CalAIM Data Sharing Authorization Guidance.

**Action:** Approved County entry into proposed addendum and authorized Behavioral Health Director to execute said addendum on behalf of the County.

**Peters moved; Kreitz seconded**

**5 Yes, 0 No**

**M22-227**

**L. Electric Vehicle Charging Station Permit Expediting Ordinance**

Departments: Community Development Department

Proposed ordinance of Electric Vehicle Charging Station Permit Expediting Ordinance.

**Action:** Adopted proposed ordinance ORD22-12, Amending Chapter 15.04 Section 210 and adding Section 300 of the Mono County Code Setting Forth procedures for expediting permit processing for Electric Vehicle Charging Stations.

**Peters moved; Kreitz seconded**

**5 Yes, 0 No**

**ORD22-12**

**M. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 9/30/2022.

**Action:** Approved the Treasury Transaction Report for the month ending 9/30/2022.

**Peters moved; Kreitz seconded**

**5 Yes, 0 No**

**Note:**

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

**M22-228**

**N. Quarterly Investment Report**

Departments: Finance

Investment Report for the Quarter ending 9/30/2022.

**Action:** Approved the Investment Report for the Quarter ending 9/30/2022.

**Peters moved; Kreitz seconded**

**5 Yes, 0 No**

**M22-229**

**6. CORRESPONDENCE RECEIVED - NONE**

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

**7. REGULAR AGENDA - MORNING**

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

Departments: Public Health

(Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

**Action:** None.

**Dr. Caryn Slack, Public Health Officer:**

- Presented Item – Power Point Presentation.

**B. Humboldt-Toiyabe National Forest Update**

Departments: Board of Supervisors

(Megan Mullowney, Bridgeport District Ranger) - Presentation by Bridgeport District Ranger Megan Mullowney regarding the Humboldt-Toiyabe National Forest.

**Action:** None.

**Megan Mullowney, Bridgeport District Ranger:**

- Presented Item.

*Break: 10:29 am*

*Reconvene: 10:40am*

**C. TFG (The Ferguson Group) Presentation**

**Note:**

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

Departments: CAO

(Kristi More, TFG (The Ferguson Group)) - Presentation by Kristi More regarding Mono County's Federal funding, regulatory, and legislative interests.

**Action:** None.

**Kristi More, TFG:**

- Presented item.

#### **D. Adult Detention Facility Update – Local Match Financing Requirements and Schedule of Activities**

Departments: Public Works, Finance

(Paul Roten, Public Works Director; Janet Dutcher, Finance Director) - Staff will provide a timeline of activities to complete the adult detention facility, from now until completion in 2025. Additional information will be provided on the construction budget, which increased by \$2.5 million from \$31.7 million (March 2022 estimate) to \$33.7 million (Oct 2022) because of construction inflation and greater precision in construction estimation. Staff request the Board approve appropriating \$2,491,643 from General Fund carryover towards the project including setting aside an additional \$800,000 as local contingency reserve to minimize needing to revise this resolution again.

**Action:** Adopted proposed resolution R22-118, updating the county cash commitment to the new Bridgeport jail construction project.

**Peters moved; Corless seconded**

**5 Yes, 0 No**

**R22-124**

Approved budget transfer of \$2,491,643 from general fund carryover to the Adult Detention Justice Facility Capital Projects Fund and increasing appropriations in the Adult Detention Facility Capital Project fund by \$1,991,643 for capital outlay and \$800,000 for contingency (requires 4/5th's vote).

**Peters moved; Kreitz seconded**

**5 Yes, 0 No**

**M22-229a**

**Paul Roten, Public Works Director:**

- Presented item and before/after photos.

**Janet Dutcher, Finance Director:**

- Provided an updated financial report to complete Jail Facility.

#### **E. Mono County Social Media Policy**

**Note:**

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

Departments: CAO

(Robert C. Lawton, CAO) - Proposed Resolution: A resolution of the Mono County Board of Supervisors adopting a Mono County Social Media Policy. The proposed Mono County Social Media Policy provides a policy structure for preserving social media posts using Archive Social, providing County Departments with a policy on how to manage their social media pages, and assisting employees in the appropriate usage of personal social media communication to the extent that it relates to County work.

**Action:** Adopted proposed resolution R22-125, Adopting a Social Media Policy for Mono County.

**Corless moved; Kreitz seconded**

**5 Yes, 0 No**

**R22-125**

**Robert C. Lawton, CAO:**

- Presented item.

**Stacey Simon, County Counsel:**

- Clarifies that any subsidiary body of the county would be subject to this policy.

## **F. Hydrologic Monitoring at Casa Diablo**

Departments: Community Development Department

(Nick Criss, Code Enforcement) - Groundwater monitoring in the Casa Diablo Basalt Canyon area on behalf of Ormat Technologies, Inc. pursuant to requirements applicable to the permits for Ormat's geothermal operations.

**Action:** Authorized staff to initiate a Request for Proposal (RFP) process to solicit proposals to select a long-term monitoring entity to conduct hydrologic monitoring in the Casa Diablo Basalt Canyon area.

**Duggan moved; Kreitz seconded**

**5 yes; 0 no**

**M22-230**

**Nick Criss, Code Enforcement:**

- Presented item.

**County Counsel Simon:**

- Provided a summary. Suggested that the Board provide direction for staff to reach out to USGS to talk about the terms and conditions of one more year or perhaps a shorter term, maybe 6 months with we think we can solve the issue, then we could come back to the Board with the final agreement with USGS.

Moved to item #10.

**Note:**

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



## 8. CLOSED SESSION

*Closed Session: 12:15 PM  
Reconvened: 12:49 PM*

*Nothing 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, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

### B. Closed Session - Public Employee Evaluation

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

## 9. REGULAR AGENDA - AFTERNOON

### A. Housing Policy Workshop

Departments: CAO

(Stan Keasling, Sanjay Choudhrie, Housing Authorities Manager) - Presentation by Stan Keasling on Housing Policy.

**Action:** None.

*\*Item cancelled due to weather.*

## 10. BOARD MEMBER REPORTS

### Supervisor Corless:

- 11/2: Inyo National Forest scoping meeting on the Eastern Sierra Climate Communities Resilience Project, comment period open through Nov. 18
- 11/3: Great Basin Unified Air Pollution Control District meeting
- 11/7: Eastern Sierra Sustainable Recreation Partnership meeting

### Supervisor Duggan:

- Participated in the NACo Membership Standing Committee.
- 11/3 - attended Great Basin Unified Air Pollution Control District meeting.
- Attended the IMACA Board meeting.

#### Note:

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

- 11/7 – attended the Local Transportation Commission meeting.

**Chair Gardner:**

- On Thursday Oct. 18 I participated in a meeting of the Mono Basin Partners Group at the Mono Basin Scenic Visitors Center. We reviewed the past summer and fall seasons and discussed plans for next year.
- On Wednesday Nov. 2 I participated in the monthly meeting of the June Lake Citizens Advisory Committee. Topics at that meeting included an update from Caltrans on the June Lake Active Transportation Plan and a discussion with SCE on their tree trimming activity in the Down Canyon area.
- Yesterday I participated in a meeting with the Lee Vining Chamber of Commerce, Yosemite Chief of Staff Joe Meyer, and others about the Park's plans for the reservation system in the future.
- Finally, yesterday I joined other Eastern Sierra partners for the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. We reviewed various ongoing initiatives and funding opportunities and got updates from each of the partners.

**Supervisor Kreitz:**

- Several meetings this past week with CSAC on the topic of housing and homelessness and with the CSAC staff on the ongoing preparation of the upcoming HLT Committee meeting next week at the Annual Conference.
- Last week, I attended the California Coalition for Rural Housing (CCRH) Annual Housing Summit. Of note, I attended a workshop on the preservation of mobile home parks. There is a reform underway on MPRROP, which is now the MORE (Manufactured Housing Opportunity and Revitalization) grant program. We also discussed the lack of rent control for mobile home space rents in California. Jurisdictions with land-use authority may, and some have, elect to enact local mobile home rent control policies, there is discussions at the state level of doing a clean-up bill for AB 1482, the state's apartment rent control policy, to add mobile home space rents.
- Workshop number two was on Climate Resilience and Heat Stress - home hardening and disaster preparedness. Of high volume of discussion was insurance and the lack and escalating costs of fire insurance. Locally, a mobile homeowner reported to MLH that their fire insurances costs increased from \$900/month to \$3500. One of the solutions from the workshop was the creation of Community-Based Insurance.
- Overall message at the summit was from the Governor's office that there is an anticipated state budget deficit for next year.
- Monday, November 7th - I attended the Local Transportation Commission meeting. The highlight was the particular of Yosemite Park staff to discuss.

**Supervisor Peters:**

- 11/2 – attended the Antelope Valley Chambers meeting.
- 11/2 - participated in the NACo Leadership Human Service Education Services call.
- 11/3 – attended the IMACA Board meeting.
- Finished NACo High Performance Education Course.
- 11/7 - Attended the LTC meeting.
- Attended Yosemite Business Presentation.
- 11/7 – attended WIR Public Lands meeting.
- Discussed the changes at the Eastern Sierra Community Bank in Bridgeport

**Note:**

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

- Provided update on local businesses in Bridgeport that are currently servicing the community.

Moved to Item #8 – Closed Session.

**ADJOURNED at 12:49 PM**

**ATTEST**

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**BOB GARDNER  
CHAIR OF THE BOARD**

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**DANIELLE PATRICK  
SENIOR DEPUTY CLERK OF THE BOARD**



**DRAFT MEETING MINUTES  
BOARD OF SUPERVISORS, COUNTY OF MONO  
STATE OF CALIFORNIA**

Meeting Location: Mono Lake Room, 1st Fl., County Civic Center, 1290 Tavern Rd., Mammoth Lakes, CA 93546

**Special Meeting  
November 22, 2022**

<b>Backup Recording</b>	<b>Zoom</b>
<b>Minute Orders</b>	<b>M22-230 – M22-231</b>
<b>Resolutions</b>	<b>R22-125 – R22-126</b>
<b>Ordinance</b>	<b>ORD22-13 Not Used</b>

9:08 AM Meeting called to Order by Chair Gardner.

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

*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.

“Every cent you own and every moment you spend is always an investment.” -  
Natalie Pace

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

**Scheereen Dedman, Registrar of Voters:**

- Election update.

**Robert C. Lawton, CAO:**

- Discussed upcoming events: Winter Clothing Drive, collection in Mammoth and Bridgeport; Food Drive.

**Seth Guthrie:**

- Discussed the upcoming county food collection, emergency status of county, and vaccination adversities.

**2. AGENDA ITEMS**

**A. Board Minutes**

Departments: Clerk of the Board

Approval of the Board Minutes from September 13 and 20, 2022, Regular Meetings of the Board of Supervisors and September 13, Special Meeting of the Board of Supervisors.

Action: Approved the Board Minutes from September 13 and 20, 2022, Regular Meetings of the Board of Supervisors and September 13, 2022, Special Meeting of the Board of Supervisors.

**Duggan moved; Kreitz seconded.**

**5 Yes, 0 No**

**M22-231**

**B. Resolution Making Findings under AB 361 - Related to Remote Meetings**

Departments: County Counsel

(Chris Beck, Assistant County Counsel) - Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of November 22, 2022, through December 22, 2022.

Action: Adopted resolution R22-126, resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of November 22, 2022, through December 22, 2022.

**Duggan moved; Corless seconded.**

**5 Yes; 0 No**

**R22-126**

**Chair Gardner:**

- Introduced item.

**C. American Rescue Plan Act (ARPA) and Local Assistance Tribal Consistency Funds (LATCF) Workshop**

Departments: Finance, CAO

(Janet Dutcher, Director of Finance) - This is a workshop to discuss the spending constraints for the American Rescue Plan Act (ARPA) and Local Assistance Tribal Consistency Funds (LATCF) non-recurring revenues the

County has received since 2021 and the potential uses of these funds, and for the staff to return at a later date with a specific spending plan.

**Action:** None.

**Robert C. Lawton, CAO:**

- Introduced item.
- Provided background/context necessary of presentation.

**Janet Dutcher, Finance Director:**

- Presented item.

#### **D. Closed Session**

*Closed Session Begin: 11:15 AM*

*Closed Session Reconvened: 11:49 AM*

Nothing to report out of closed session.

#### **E. Closed Session - Labor Negotiations**

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

#### **F. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Southern California Edison Company v. California State Board of Equalization, et al. Case Number: Orange County Superior Court Case No.: 30-2022-01258109-CU-MC-CJC

**ADJOURNED at 11:50 AM.**

**ATTEST**

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**BOB GARDNER**  
**CHAIR OF THE BOARD**

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**DANIELLE PATRICK**  
**SENIOR DEPUTY CLERK OF THE BOARD**



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

# REGULAR AGENDA REQUEST

Print

**MEETING DATE**    March 7, 2023

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT**                    Monthly Treasury Transaction Report

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 1/31/2023.

### RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 1/31/2023.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Gerald Frank

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES    NO

### ATTACHMENTS:

Click to download
<a href="#">Treasury Transaction Report for the month ending 1/31/2023</a>

#### History

Time	Who	Approval
2/28/2023 12:53 PM	County Counsel	Yes
2/14/2023 10:02 AM	Finance	Yes
2/28/2023 5:02 PM	County Administrative Office	Yes





## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 12/31/2022, End Date: 1/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
<b>Buy Transactions</b>									
Buy	1/3/2023	91282CFE6	1,000,000.00	T-Note 3.125 8/15/2025	97.11	971,093.75	11,973.51	4.30	983,067.26
Buy	1/17/2023	530520AB1	249,000.00	Liberty First Credit Union 4.4 1/17/2028	100.00	249,000.00	0.00	4.40	249,000.00
Buy	1/20/2023	78472EAB0	249,000.00	SPCO Credit Union 4.35 1/20/2028	100.00	249,000.00	0.00	4.35	249,000.00
Buy	1/23/2023	594918BJ2	500,000.00	Microsoft Corp 3.125 11/3/2025-25	97.14	485,710.00	3,472.22	4.22	489,182.22
Buy	1/25/2023	85513MAA0	249,000.00	Star Financial Credit Union 4.5 1/25/2028	100.00	249,000.00	0.00	4.50	249,000.00
Buy	1/30/2023	369674CG9	248,000.00	General Electric Credit Union 5 1/30/2024	100.00	248,000.00	0.00	5.00	248,000.00
Buy	1/31/2023	42228LAL5	249,000.00	HealthcareSystemsFCU 4.35 1/31/2028	100.00	249,000.00	29.68	4.35	249,029.68
Buy	1/31/2023	33651FAF6	248,000.00	First Source FCU 4.85 1/31/2024	100.00	248,000.00	0.00	4.85	248,000.00
Buy	1/31/2023	82671DAB3	249,000.00	Signature Federal Credit Union 4.4 1/31/2028	100.00	249,000.00	0.00	4.40	249,000.00
<b>Subtotal</b>			<b>3,241,000.00</b>			<b>3,197,803.75</b>	<b>15,475.41</b>		<b>3,213,279.16</b>
Deposit	1/3/2023	31846V534	48,466.05	First American Funds MM	100.00	48,466.05	0.00	0.00	48,466.05
Deposit	1/13/2023	LAIF6000Q	36,880.66	Local Agency Investment Fund LGIP	100.00	36,880.66	0.00	0.00	36,880.66
Deposit	1/17/2023	31846V534	1,000,000.00	First American Funds MM	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	1/31/2023	CAMP60481	148,609.46	California Asset Management Program LGIP	100.00	148,609.46	0.00	0.00	148,609.46
Deposit	1/31/2023	OAKVALLEY0670	9,102.31	Oak Valley Bank Cash	100.00	9,102.31	0.00	0.00	9,102.31
Deposit	1/31/2023	OAKVALLEY0670	30,062,764.03	Oak Valley Bank Cash	100.00	30,062,764.03	0.00	0.00	30,062,764.03
<b>Subtotal</b>			<b>31,305,822.51</b>			<b>31,305,822.51</b>	<b>0.00</b>		<b>31,305,822.51</b>
<b>Total Buy Transactions</b>			<b>34,546,822.51</b>			<b>34,503,626.26</b>	<b>15,475.41</b>		<b>34,519,101.67</b>
<b>Interest/Dividends</b>									
Interest	1/1/2023	32022RSG3	0.00	1ST Financial Bank, USA 3.3 8/2/2027		0.00	697.88	0.00	697.88
Interest	1/1/2023	22551KAU6	0.00	Credit Union of Texas 4.4 12/9/2027		0.00	750.41	0.00	750.41
Interest	1/1/2023	586840NA4	0.00	Menlo Park City School Dist 1.928 7/1/2024		0.00	4,820.00	0.00	4,820.00
Interest	1/1/2023	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	549.85	0.00	549.85
Interest	1/1/2023	59161YAP1	0.00	Metro Credit Union 1.7 2/18/2027		0.00	359.52	0.00	359.52
Interest	1/1/2023	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	391.24	0.00	391.24
Interest	1/1/2023	92891CCP5	0.00	VYSTAR Credit Union 4.45 9/30/2027		0.00	1,001.80	0.00	1,001.80



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 12/31/2022, End Date: 1/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	1/1/2023	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	395.36	0.00	395.36
Interest	1/1/2023	91435LAB3	0.00	University of Iowa Community Credit Union 3 4/28/2		0.00	624.25	0.00	624.25
Interest	1/1/2023	499724AD4	0.00	Knox TVA Employee Credit Union 3.25 8/30/2023		0.00	676.27	0.00	676.27
Interest	1/1/2023	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	380.66	0.00	380.66
Interest	1/2/2023	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	285.50	0.00	285.50
Interest	1/5/2023	307811EM7	0.00	The Farmers & Merchants Bank 3.2 8/5/2027		0.00	676.73	0.00	676.73
Interest	1/5/2023	32117BCX4	0.00	First National Bank Dama 2.8 5/5/2023		0.00	592.14	0.00	592.14
Interest	1/7/2023	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	348.94	0.00	348.94
Interest	1/8/2023	89236TFS9	0.00	Toyota Motor Credit Corp 3.35 1/5/2024		0.00	8,375.00	0.00	8,375.00
Interest	1/8/2023	29367SJQ8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	1/8/2023	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	1/9/2023	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	729.60	0.00	729.60
Interest	1/9/2023	08016PEL9	0.00	Belmont Bank & Trust Co 4.2 12/9/2027		0.00	884.65	0.00	884.65
Interest	1/10/2023	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	740.18	0.00	740.18
Interest	1/10/2023	20367GBH1	0.00	Community Commerce Bank 3.3 8/10/2027		0.00	697.88	0.00	697.88
Interest	1/11/2023	61747MF63	0.00	Morgan Stanley Bank 2.65 1/11/2023		0.00	3,272.93	0.00	3,272.93
Interest	1/11/2023	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	148.04	0.00	148.04
Interest	1/12/2023	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	549.85	0.00	549.85
Interest	1/13/2023	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	623.86	0.00	623.86
Interest	1/13/2023	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	602.72	0.00	602.72
Interest	1/13/2023	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	422.96	0.00	422.96
Interest	1/13/2023	30960QAL1	0.00	Farmers Insurance Group FCU 5 12/13/2023		0.00	1,053.15	0.00	1,053.15
Interest	1/14/2023	3136G4YL1	0.00	FNMA 0.625 7/14/2025-22		0.00	3,125.00	0.00	3,125.00
Interest	1/14/2023	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	1/14/2023	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	1/14/2023	89841MAM9	0.00	Trustone Financial 5 12/14/2023		0.00	1,053.15	0.00	1,053.15



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 12/31/2022, End Date: 1/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	1/14/2023	67886WAF4	0.00	Oklahomas Credit Union 5 12/14/2023		0.00	1,053.15	0.00	1,053.15
Interest	1/14/2023	45581EAR2	0.00	Industrial and Commercial Bank of China USA, NA 2.		0.00	551.42	0.00	551.42
Interest	1/15/2023	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	719.03	0.00	719.03
Interest	1/15/2023	478160CJ1	0.00	Johnson & Johnson 2.625 1/15/2025-17		0.00	6,562.50	0.00	6,562.50
Interest	1/15/2023	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	602.72	0.00	602.72
Interest	1/15/2023	819866BL7	0.00	Sharonview Federal Credit Union 3.5 8/16/2027		0.00	740.18	0.00	740.18
Interest	1/15/2023	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	634.44	0.00	634.44
Interest	1/15/2023	62384RAF3	0.00	Mountain America Federal Credit Union 3 3/27/2023		0.00	624.25	0.00	624.25
Interest	1/16/2023	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	422.96	0.00	422.96
Interest	1/16/2023	33640VCF3	0.00	First Service Bank 3.3 5/16/2023		0.00	697.88	0.00	697.88
Interest	1/16/2023	42971GAA9	0.00	High Plains Bank 3 1/16/2024		0.00	3,705.21	0.00	3,705.21
Interest	1/16/2023	17330FUE9	0.00	Citigroup Global Markets 2.75 6/16/2023		0.00	1,145.83	0.00	1,145.83
Interest	1/17/2023	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	549.85	0.00	549.85
Interest	1/17/2023	3133EH7F4	0.00	FFCB 2.35 1/17/2023		0.00	11,750.00	0.00	11,750.00
Interest	1/18/2023	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	243.20	0.00	243.20
Interest	1/18/2023	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	1/18/2023	42228LAC5	0.00	Healthcare Systems Federal Credit Union 3.2 1/18/2		0.00	3,952.22	0.00	3,952.22
Interest	1/18/2023	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	1/19/2023	560507AJ4	0.00	Maine Savings Federal Credit Union 3.3 5/19/2023		0.00	697.88	0.00	697.88
Interest	1/19/2023	3133ENB33	0.00	FFCB 3.05 7/19/2027		0.00	15,250.00	0.00	15,250.00
Interest	1/19/2023	3135G0T94	0.00	FNMA 2.375 1/19/2023		0.00	11,875.00	0.00	11,875.00
Interest	1/20/2023	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	740.18	0.00	740.18
Interest	1/20/2023	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	602.72	0.00	602.72
Interest	1/20/2023	01664MAB2	0.00	All In FCU 4.4 12/20/2027		0.00	930.51	0.00	930.51
Interest	1/21/2023	3130ASRU5	0.00	FHLB 3.125 7/21/2023		0.00	15,625.00	0.00	15,625.00



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 12/31/2022, End Date: 1/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	1/21/2023	51828MAC8	0.00	Latino Community Credit Union 4.5 12/21/2027		0.00	951.66	0.00	951.66
Interest	1/21/2023	90331HPL1	0.00	US Bank NA 2.05 1/21/2025		0.00	5,125.00	0.00	5,125.00
Interest	1/22/2023	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	602.72	0.00	602.72
Interest	1/22/2023	33847E3W5	0.00	Flagstar Bank FSB 0.6 7/22/2025		0.00	753.14	0.00	753.14
Interest	1/22/2023	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	592.14	0.00	592.14
Interest	1/22/2023	3134GV5V6	0.00	FHLMC 0.6 7/22/2025-22		0.00	3,000.00	0.00	3,000.00
Interest	1/23/2023	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	433.53	0.00	433.53
Interest	1/23/2023	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	412.38	0.00	412.38
Interest	1/24/2023	90331HNV1	0.00	US Bank NA 3.4 7/24/2023-23		0.00	8,500.00	0.00	8,500.00
Interest	1/24/2023	03753XBD1	0.00	Apex Bank 3.1 8/24/2023		0.00	645.05	0.00	645.05
Interest	1/24/2023	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	729.60	0.00	729.60
Interest	1/24/2023	20726ABD9	0.00	Congressional Bank 2.1 7/24/2024		0.00	2,614.82	0.00	2,614.82
Interest	1/24/2023	3136G4YE7	0.00	FNMA 0.7 7/24/2025-22		0.00	3,500.00	0.00	3,500.00
Interest	1/25/2023	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	370.09	0.00	370.09
Interest	1/25/2023	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	634.44	0.00	634.44
Interest	1/25/2023	3130AQHZ9	0.00	FHLB 1.54 1/25/2027-23		0.00	7,700.00	0.00	7,700.00
Interest	1/26/2023	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	105.74	0.00	105.74
Interest	1/26/2023	3130ASLA5	0.00	FHLB 4.5 7/26/2027-24		0.00	22,500.00	0.00	22,500.00
Interest	1/26/2023	3134GXG40	0.00	FHLMC 3.55 7/26/2024-23		0.00	17,454.17	0.00	17,454.17
Interest	1/26/2023	3130AKMD5	0.00	FHLB 0.5 1/26/2026-21		0.00	2,500.00	0.00	2,500.00
Interest	1/26/2023	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	539.27	0.00	539.27
Interest	1/26/2023	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	348.94	0.00	348.94
Interest	1/26/2023	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	549.85	0.00	549.85
Interest	1/26/2023	90352RCR4	0.00	USAlliance Federal Credit Union 3.45 8/26/2027		0.00	729.60	0.00	729.60
Interest	1/26/2023	3133EJM48	0.00	FFCB 3.17 1/26/2024		0.00	15,850.00	0.00	15,850.00
Interest	1/26/2023	3130AQJ20	0.00	FHLB Step 1/26/2026-23		0.00	3,375.00	0.00	3,375.00
Interest	1/27/2023	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	592.14	0.00	592.14



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 12/31/2022, End Date: 1/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	1/27/2023	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	222.05	0.00	222.05
Interest	1/27/2023	3130AQKF9	0.00	FHLB 1.6 1/27/2027-23		0.00	8,000.00	0.00	8,000.00
Interest	1/27/2023	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	232.63	0.00	232.63
Interest	1/28/2023	080515CH0	0.00	Belmont Savings Bank 2.7 2/28/2023		0.00	561.82	0.00	561.82
Interest	1/28/2023	38149MWW7	0.00	Goldman Sachs Bank USA 0.85 7/28/2026		0.00	1,062.66	0.00	1,062.66
Interest	1/28/2023	3130AKPC4	0.00	FHLB 0.6 1/28/2026-21		0.00	3,000.00	0.00	3,000.00
Interest	1/28/2023	07181JAV6	0.00	Baxter Federal Credit Union 5 11/30/2026		0.00	1,053.15	0.00	1,053.15
Interest	1/28/2023	3135G06R9	0.00	FNMA 0.55 1/28/2026-21		0.00	2,750.00	0.00	2,750.00
Interest	1/29/2023	3130ANCA6	0.00	FHLB 1.05 7/29/2026-24		0.00	5,250.00	0.00	5,250.00
Interest	1/29/2023	52171MAA3	0.00	Leaders Credit Union 3 6/29/2023		0.00	634.44	0.00	634.44
Interest	1/29/2023	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	190.33	0.00	190.33
Interest	1/29/2023	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	179.76	0.00	179.76
Interest	1/30/2023	24951TAW5	0.00	Department of Commerce FCU 5 11/30/2027		0.00	1,053.15	0.00	1,053.15
Interest	1/30/2023	06543PDA0	0.00	Bank of the Valley NE 4.1 9/30/2027		0.00	867.07	0.00	867.07
Interest	1/30/2023	01882MAC6	0.00	Alliant Credit Union 5 12/30/2027		0.00	1,053.15	0.00	1,053.15
Interest	1/30/2023	22258JAB7	0.00	County Schools FCU 4.4 9/30/2027		0.00	930.51	0.00	930.51
Interest	1/31/2023	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	422.96	0.00	422.96
Interest	1/31/2023	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	243.20	0.00	243.20
Interest	1/31/2023	CAMP60481	0.00	California Asset Management Program LGIP		0.00	148,609.46	0.00	148,609.46
Interest	1/31/2023	29278TCP3	0.00	Enerbank USA 3.2 8/30/2023		0.00	665.86	0.00	665.86
Interest	1/31/2023	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	719.03	0.00	719.03
Interest	1/31/2023	912828Z78	0.00	T-Note 1.5 1/31/2027		0.00	7,500.00	0.00	7,500.00
Interest	1/31/2023	06426KAM0	0.00	Bank of New England 3.2 7/31/2023		0.00	671.30	0.00	671.30
Interest	1/31/2023	24773RBW4	0.00	Delta National Bank and Trust 0.55 7/21/2025		0.00	690.38	0.00	690.38
Interest	1/31/2023	86777TAA4	0.00	Sunset Science Park FCU 5 12/14/2023		0.00	1,053.15	0.00	1,053.15
Interest	1/31/2023	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	9,102.31	0.00	9,102.31



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 12/31/2022, End Date: 1/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
<b>Subtotal</b>			<b>0.00</b>			<b>0.00</b>	<b>414,532.68</b>		<b>414,532.68</b>
<b>Total Interest/Dividends</b>			<b>0.00</b>			<b>0.00</b>	<b>414,532.68</b>		<b>414,532.68</b>
<b>Sell Transactions</b>									
Matured	1/5/2023	313384AE9	1,000,000.00	FHLB 0 1/5/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	1/11/2023	61747MF63	245,000.00	Morgan Stanley Bank 2.65 1/11/2023	0.00	245,000.00	0.00	0.00	245,000.00
Matured	1/17/2023	3133EH7F4	1,000,000.00	FFCB 2.35 1/17/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	1/18/2023	42228LAC5	245,000.00	Healthcare Systems Federal Credit Union 3.2 1/18/2	0.00	245,000.00	0.00	0.00	245,000.00
Matured	1/19/2023	3135G0T94	1,000,000.00	FNMA 2.375 1/19/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
<b>Subtotal</b>			<b>3,490,000.00</b>			<b>3,490,000.00</b>	<b>0.00</b>		<b>3,490,000.00</b>
Withdraw	1/3/2023	31846V534	48,466.05	First American Funds MM	0.00	48,466.05	0.00	0.00	48,466.05
Withdraw	1/3/2023	FIT	2,000,000.00	Funds in Transit Cash	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	1/6/2023	LAIF6000Q	5,000,000.00	Local Agency Investment Fund LGIP	0.00	5,000,000.00	0.00	0.00	5,000,000.00
Withdraw	1/9/2023	LAIF6000Q	7,000,000.00	Local Agency Investment Fund LGIP	0.00	7,000,000.00	0.00	0.00	7,000,000.00
Withdraw	1/13/2023	CAMP60481	500,000.00	California Asset Management Program LGIP	0.00	500,000.00	0.00	0.00	500,000.00
Withdraw	1/26/2023	LAIF6000Q	1,250,000.00	Local Agency Investment Fund LGIP	0.00	1,250,000.00	0.00	0.00	1,250,000.00
Withdraw	1/27/2023	CAMP60481	750,000.00	California Asset Management Program LGIP	0.00	750,000.00	0.00	0.00	750,000.00
Withdraw	1/30/2023	31846V534	1,000,000.00	First American Funds MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	1/31/2023	OAKVALLEY0670	28,808,753.02	Oak Valley Bank Cash	0.00	28,808,753.02	0.00	0.00	28,808,753.02
<b>Subtotal</b>			<b>46,357,219.07</b>			<b>46,357,219.07</b>	<b>0.00</b>		<b>46,357,219.07</b>
<b>Total Sell Transactions</b>			<b>49,847,219.07</b>			<b>49,847,219.07</b>	<b>0.00</b>		<b>49,847,219.07</b>



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 7, 2023

**Departments: Sheriff**

**TIME REQUIRED**

**SUBJECT**                    Medi-Cal County Inmate Program

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed contract no. 23-MCIPMONO-26 with California Department of Health Care Services pertaining to participating in the Medi-Cal County Inmate Program (MCIP) for Fiscal Years (FY) 2023-2024, 2024-2025, and 2025-2026.

**RECOMMENDED ACTION:**

Approve County entry into proposed contract number 23-MCIPMONO-26 with the California Department of Health Care Services for participation in the Medi-Cal County Inmate Program, total contract amount not to exceed \$269.70, and authorize Sheriff Ingrid Braun to execute said contract on behalf of the County.

**FISCAL IMPACT:**

Fees paid for administrative costs and payments associated with this program will be paid with General Fund monies budgeted in Jail Medical Services or the Community Corrections Partnership. The maximum payable amount the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$83.08 for FY 2023-2024, \$89.72 for FY 2024-2025, and \$96.60 for FY 2025-2026.

**CONTACT NAME:** Ingrid Braun

**PHONE/EMAIL:** 760-932-7549 / [ibraun@monosheriff.org](mailto:ibraun@monosheriff.org)

**SEND COPIES TO:**

Ingrid Braun

**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Transmittal Letter</a>
<input type="checkbox"/> <a href="#">Administrative Services Agreement</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/28/2023 5:30 PM	County Counsel	Yes
2/28/2023 2:10 PM	Finance	Yes
2/28/2023 5:33 PM	County Administrative Office	Yes



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

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**Ingrid Braun**      DATE:      March 7, 2023  
**Sheriff-Coroner**      TO:      The Honorable Board of Supervisors

FROM:      Ingrid Braun, Sheriff-Coroner

SUBJECT:      Participation in the Medi-Cal County Inmate Program for  
Fiscal Years 2023-2024, 2024-2025, and 2025-2026

**RECOMMENDATION:**

Approve and authorize the Board Chair to sign an agreement with the California Department of Health Care Services (DHCS) for the purpose of participating in the Medi-Cal County Inmate Program (MCIP) for Fiscal Years (FY) 2023-2024, 2024-2025, and 2025-2026.

**DISCUSSION:**

Mono County has participated in the MCIP since its implementation on April 1, 2017, as approved by the Board of Supervisors on February 14, 2017. For State Fiscal Year 2020 and forward, the DHCS MCIP is implementing Three-Year Participation Agreements (PAs). The purpose of this PA between DHCS and each county is to permit the county to voluntarily participate in the MCIP under California's Medicaid Medi-Cal program. The Three-Year Participation Agreement eliminated the yearly requirement of creating new contract numbers, obtaining original signatures and board approvals.

Federal law prohibits claiming Medicaid funds for healthcare services provided to inmates residing in correctional facilities. There is an exception to this federal prohibition when an inmate receives inpatient services at a medical facility located off the grounds of the correctional facility for an expected stay of more than 24 hours, and the inmate is found to be Medicaid eligible. The MCIP allows for recoupment of Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services, and physician services provided during the inpatient hospital stay of inmates in correctional facilities who are determined eligible for Medi-Cal.

The MCIP is voluntary, and counties have the option to participate in this program by entering into an agreement with the DHCS. Per legislation, there is to be no General Fund impact under MCIP. The purpose of the MCIP agreement is to establish the amounts needed to satisfy each county's responsibility to reimburse DHCS for the nonfederal share of MCIP service costs incurred by DHCS. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its inmates.

**FINANCIAL IMPACT:**





MICHELLE BAASS  
DIRECTOR

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



GAVIN NEWSOM  
GOVERNOR

DATE: February 13, 2023  
TO: County of Mono

SUBJECT: Medi-Cal County Inmate Program (MCIP) Contract No. 23-30034 for Administrative Services and Participation Agreement Contract No. 23-MCIPMONO-26 Term July 1, 2023 – June 30, 2026.

Enclosed for signature is the MCIP contract for administrative services along with the participation agreement for term July 1, 2023 – June 30, 2026.

The MCIP contracts must be signed by the Contractor’s appropriate designee and returned to the Department of Health Care Services (DHCS) **as soon as possible upon receipt of renewal contract materials.**

The requirements for processing the enclosed amendment include the following:

- Obtain a resolution, approved board minutes, order, motion, or ordinance from your County Board of Supervisors, which **specifically** approves and authorizes execution of this contract.
- The individual authorized by the County must sign (in blue ink) two copies of both Agreements. Please ensure that the printed name and title are neatly written/typed into the appropriate boxes on the contracts (ensuring all written information is legible).
- Return the following to DHCS: **\*\*Please do not staple any documents.\*\***
  - **One** copy of resolution, approved board of minutes, order, motion, or ordinance (or authority documentation if signed by someone other than BOS).
  - **Two** originals signed of each Agreement. Only an original with a blue ink, wet signature will be accepted; signature stamps or seals are **not** an acceptable form of signature.
  -
- Send to:

<p><b>Regular Mail &amp; Overnight Mail</b></p> <p><b>Department of Health Care Services</b></p> <p><b>Contracts Division</b></p> <p><b>Attention: Rob Strom</b></p> <p><b>1501 Capitol Avenue, MS 4200</b></p> <p><b>Sacramento, CA 95814</b></p>
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- Please retain a copy of the documents as a temporary record until such time you receive a copy of the executed Agreements.

We appreciate working with you. If you have any questions, please email the IMCU inbox at [DHCSIMCU@dhcs.ca.gov](mailto:DHCSIMCU@dhcs.ca.gov).

Sincerely,

Priscilla Molina,  
AGPA

Department of Health Care Services Local Governmental Financing County Based Inmate Services Section  
Inmate Medi-Cal Claiming Unit

Enclosures:

- MCIP Administrative Services Contract No. 23-30034
- Participation Agreement Contract No. 23-MCIPMONO-26

Local Governmental  
Financing Division  
1501 Capitol Avenue, MS4603  
Sacramento, CA 95814  
Internet Address: <http://www.DHCS.ca.gov>

## **MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT FOR ADMINISTRATIVE SERVICES**

1. Intent of Agreement

This Reimbursement for Administrative Costs for the Medi-Cal Inmate Program (MCIP) Agreement (Agreement) is intended to reimburse the California Department of Health Care Services (DHCS) for its administrative costs associated with the MCIP as further detailed below and in Schedule A attached hereto.

2. Parties

The parties to this Agreement are DHCS and the County of Mono.

3. Authority

- A. DHCS is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal), including MCIP, pursuant to Welfare and Institutions Code section 14100.1.
- B. This Agreement is authorized by Welfare and Institutions Code sections 14053.7 and 14053.8 and Penal Code section 5072.

4. Term of the Agreement

The term of this Agreement shall be from July 1, 2023 through and including June 30, 2026.

5. Definitions

- A. The term "Certified Public Expenditure Process" or "CPE Process" means the process established for Medi-Cal under state law (including but not limited to Welfare and Institutions Code section 14166.1, et seq.), the California Medi-Cal State Plan, and approved Medicaid demonstration projects and waivers through which public Medi-Cal providers claim Federal Financial Participation (FFP) for allowable expenditures.
- B. The term "days" as used in this Agreement shall mean calendar days unless specified otherwise.
- C. The term "Demonstration Project" means the California Medi-Cal 2020 Demonstration, Number 11-W-00193/9, as approved by CMS effective beginning December 30, 2015 and any successor demonstration projects.

- D. The term “Designated Public Hospital” is defined as set forth in the Demonstration Project, and codified in state law at Welfare and Institutions Code section 14184.10, subdivision (f) pursuant to SB 815 (2016), and may be modified from time to time.
- E. The term “Inmate” as used in this Agreement includes persons identified in Welfare and Institutions Code sections 14053.7(e)(2)(A) and 14053.8(k) “Juvenile Inmate,” and Government Code sections 26605.6(a) “Prisoner,” 26605.7(a) “Prisoner” and (d)(1) “Probationer,” and 26605.8 “Prisoner” and “Probationer.”
- F. The term “MCIP” or “Medi-Cal County Inmate Program” contains the following three components: the Adult County Inmate Program (ACIP), as authorized in state law pursuant to Welfare and Institutions Code section 14053.7 and Penal Code section 5072, the Juvenile County Ward Program (JCWP), as authorized in Welfare and Institutions Code section 14053.8, and the County Compassionate Release Program (CCRP) and County Medical Probation Program (CMPP), as authorized by Government Code sections 26605.6, 26605.7, and 26605.8.
- G. “MCIP Administrative Services” means the administrative services provided by DHCS personnel for the administration of MCIP.
- H. “Medi-Cal provider” means, any individual, partnership, group association, corporation, institution, or entity and the officer, directors, owners, managing employees or agents of any partnership, group association, corporation, institution, or entity that provides services, goods, supplies, or merchandise, directly or indirectly, to a Medi-Cal beneficiary, and that has been enrolled in the Medi-Cal program.
- I. The State Fiscal Year (SFY) begins on July 1st of each calendar year and ends on June 30th in the subsequent calendar year.

6. Maximum Payable Amount

The amount that the County shall be obligated to pay for MCIP administrative services rendered under this Agreement shall not exceed its share of the nonfederal share of DHCS administrative costs. The maximum payable amount the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$269.71 which shall be based on a methodology specified in Addendum A.

- A. The maximum payable amount shall be further subject to the allocated State Fiscal Year’s (SFY’s) annual limits not to exceed:

\$83.08 for July 1, 2023, through and including June 30, 2024

\$89.72 for July 1, 2024, through and including June 30, 2025

\$96.90 for July 1, 2025, through and including June 30, 2026

For future contract periods not covered under this Agreement, the maximum payable amount shall be determined through a new Agreement or an amendment to this Agreement.

7. Contact Persons

Any notice, request, demand, or other communication required or permitted hereunder, shall be deemed to be properly given when furnished in writing to the following:

A. In the case of the County to:

Ingrid Braun, Sheriff  
County of Mono  
P.O. Box 616  
Bridgeport, CA 93517

Or to such person or address as the County may furnish in writing to DHCS.

B. In the case of DHCS to:

California Department of Health Care Services  
Local Governmental Financing Division  
County Based Claiming & Inmate Services Section  
Attn: Inmate Medi-Cal Claiming Unit  
1501 Capitol Avenue, MS 2628  
P.O. Box 997436  
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing or to the County.

8. Payment Terms and Invoicing

A. General Terms

1. DHCS shall submit an annual invoice to the County for the County's apportioned share of the nonfederal share of the MCIP administrative services for the period billed.
2. The County shall pay DHCS for the County's apportioned share of the non-federal share of MCIP administrative services which shall be based on a methodology specified in Addendum A within 60 days of receipt of an invoice.
3. Failure by the County to timely pay DHCS shall constitute a material breach of this Agreement which, at DHCS' discretion, may result in termination of

both this Agreement and the MCIP Evergreen Provider Agreement (PA) by DHCS. The County may cure such breach by rendering payment of the amount owed to DHCS three days prior to the termination of this Agreement or the PA.

4. The County shall not make payments for any invoice or portion thereof exceeding the respective maximum payable amount. Payment for any MCIP administrative services rendered by DHCS exceeding the respective maximum payable amount shall require an amendment. If the County fails to execute a retroactive amendment to the maximum payable amount under this Agreement, DHCS shall terminate both the Agreement and the PA.
5. Payments shall be sent to DHCS at the following address, or such other address as DHCS may specify in writing:

California Department of Health Care Services  
Local Governmental Financing Division  
County Based Claiming & Inmate Services Section  
Attn: Inmate Medi-Cal Claiming Unit  
1501 Capitol Avenue, MS 2628  
P.O. Box 997436  
Sacramento, CA 95899-7436

9. DHCS Responsibilities

A. MCIP Administrative Services

1. DHCS shall administer MCIP and this Agreement for the purpose of claiming federal reimbursement for MCIP services. It is understood by both parties that other administrative activities remain the responsibility of the County.
2. DHCS shall maintain accounting records for personnel services at a level of detail as described in Schedule A. Additionally, these records must identify any equipment and all related operating expenses.
3. DHCS shall submit to the County an annual invoice for the County's apportioned share of the nonfederal share of MCIP administrative services based on Addendum A. The annual invoice for reimbursement shall identify the following summarized categories of DHCS' costs for the allocated SFY period billed: salary, benefits, operating expenses, and total costs. Costs shall be multiplied by one minus the Federal Medical Assistance Percentage (FMAP) applicable to such administrative costs subject to the limit on the amount reimbursable by the County. The maximum payable amount shall



not exceed the County's apportioned share, which shall be based on a methodology specified in Addendum A.

B. General Responsibilities

1. Should the scope of work for this Agreement conflict with DHCS' responsibilities under federal Medicaid law, those responsibilities shall take precedence.
2. DHCS' cessation of any activities due to federal Medicaid responsibilities does not relinquish the obligation of the County to reimburse DHCS for administrative costs incurred by DHCS in connection with this Agreement for periods in which the County participated in MCIP.
3. DHCS agrees to provide to the County, or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, regulations, and this Agreement.

10. County Responsibilities

A. MCIP Administrative Services

1. As a condition of participation, the County accepts responsibility for reimbursing DHCS for the County's apportioned share of the nonfederal share of costs of MCIP administrative services based on Addendum A.
2. The County shall reimburse DHCS its allotted portion of the nonfederal share of funding allocated for compensation, associated operating expenses, equipment, and travel costs for no more than 3.50 full-time equivalent (FTE) positions composed of: one-half (0.50) FTE Staff Service Manager I, one (1) FTE Health Program Specialist I, one (1) FTE Staff Services Analyst/Associate Governmental Program Analyst, one-half (0.50) FTE Attorney, and one-half (0.50) FTE Accounting Officer, to be established and housed at DHCS, to support the reported expenditures submission process for obtaining federal reimbursement under this Agreement.
3. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its MCIP eligible beneficiaries.

B. General Responsibilities

1. Upon compliance with all applicable provisions of this Agreement and applicable laws, the County may send its MCIP eligible beneficiaries to Medical providers to receive MCIP services.

2. The County shall reimburse DHCS pursuant to Paragraph A with funds from the County's General Fund, or from any other funds allowed under federal law and regulation.
3. In the event of a federal deferral or disallowance applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within fourteen days.

11. Amendments

Amendments to this Agreement shall be in writing signed by the parties to this Agreement, and, if required by state law, by approval of the California Department of General Services. Notwithstanding the previous sentence, any changes made to the contact persons identified in Article 7 may be made by written communication, e-mail to the other contact person or persons and without formal amendment.

12. Termination and Agreement Disputes

- A. This Agreement may be terminated by either party upon written notice given at least 30 days prior to the termination date. Notice shall be addressed to the respective parties as identified in Article 7. The County shall remain obligated after the termination date to pay for all MCIP administrative costs incurred by DHCS for periods in which the County participated in the MCIP.
- B. This Agreement shall terminate upon cessation of the MCIP. The County shall remain obligated after the termination date to pay for all of the County's apportioned share of MCIP administrative costs incurred by DHCS for periods in which the County participated in MCIP.
- C. Termination of this Agreement will automatically terminate the County's MCIP Evergreen PA.

13. General Provisions

- A. Indemnification. It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all reported expenditures, liability, loss, or expense (including reasonable attorney fees) for injuries or damage to any person, any property, or both which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the County, its officers, employees, or agents.
- B. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous

sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Article 11, or it shall be terminated pursuant to Article 12.

- C. Records. DHCS and the County shall maintain and preserve all records relating to this Agreement for a period of three years from DHCS' receipt of the last payment of FFP, or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities of DHCS or the County provided for elsewhere in this Agreement, or in state or federal law.
- D. Compliance with Applicable Laws. All parties performance under this Agreement shall be in accordance with all applicable federal and state laws, including, but not limited to:
1. The Americans with Disabilities Act of 1990, as amended;
  2. Section 504 of the Rehabilitation Act of 1973, as amended;
  3. Title XIX of the Social Security Act;
  4. Welfare and Institutions Code section 14000 et seq.;
  5. Government Code section 53060;
  6. The California Medicaid State Plan;
  7. Applicable laws and regulations related to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination;
  8. The Policy and Procedure Letters, and similar instructions, published with regulatory authority;
  9. Government Code sections 26605.6, 26605.7, and 26605.8;
  10. Penal Code section 5072;
  11. 42 Code of Federal Regulations; and,
  12. Applicable sections of the California Code of Regulations.
- E. Controlling Law and Venue. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of

the State of California. Venue for any action brought concerning this Agreement shall be in any county in which the Attorney General maintains an office.

F. Integration Clause.

1. This Agreement and any exhibits and addendums attached hereto shall constitute the entire Agreement among the parties to it pertaining to the implementation of MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter of this Agreement.
2. Notwithstanding Subparagraph G.1., DHCS Form 9098 or DHCS Form 6208 (whichever is applicable) is incorporated by reference into this Agreement if the County has a DHCS Form 9098 or DHCS Form 6208 on record. Notwithstanding Subparagraph G.1., the terms of the DHCS Form 9098 or DHCS Form 6208 control to the extent there is a conflict with this Agreement, except for Article 10 of this Agreement. If the DHCS Form 9098 or DHCS Form 6208 does not address a matter addressed by this Agreement, then this Agreement controls.

G. Conformance Clause. Any provision of this Agreement in conflict with present or future governing authorities is hereby amended to conform to those authorities and such amended provisions supersede any conflicting provisions in this Agreement. The governing authorities include, but are not limited to the authorities listed in Article 13.D.

H. Waiver. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.

I. Third Party Benefit. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.

J. Conflict of Interest. The County is subject to the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022 and Article 1.1 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to 22 California Code of Regulations, section 51466.

- K. Budget Contingency Clause. If funding associated with MCIP for any SFY is reduced by the State Budget Act, DHCS shall have the option to cancel this Agreement with no liability occurring to the State.
  
- L. Confidentiality. The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; 42 Code of Federal Regulations, part 431.300; Welfare and Institutions Code section 14100.2; and 22 California Code of Regulations, section 51009; and, the Business Associates Agreement attached and hereby incorporated by reference.

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The signatories to this Agreement represent and warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entity.

**County of** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES  
Contracts Section**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**SCHEDULE A  
SCOPE OF WORK**

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS)**

DHCS agrees to:

1. Calculate the actual costs for administrative accounting, policy development, and data processing maintenance activities, including the indirect costs related to the MCIP program provided by its staff, which is in accordance with the provisions of Section 1903(w) of the Social Security Act and 42 Code of Federal Regulations, part 433, subpart B.
2. Lead the development, implementation, and administration for the MCIP.
3. Submit claims for Federal Financial Participation (FFP) based on Certified Public Expenditures (CPE) from participating MCIP counties.
4. On an annual basis, submit any necessary materials to the federal government to provide assurances that claims for FFP will include only those expenditures that are allowable under federal law.
5. Maintain accounting records to a level of detail that identifies the actual expenditures incurred for personnel services including salary or wages, benefits, and overhead costs for DHCS' staff. Additionally, these records will identify any equipment and all related operating expenses applicable to these positions. Records should include, but not be limited to general expense, rent and supplies for identified staff and managerial staff working specifically on activities or assignments directly related to the MCIP.
6. Ensure that an appropriate audit trail exists within DHCS' records and accounting system and maintain expenditure data as indicated in this Agreement.
7. Designate a person to act as liaison with the County for issues arising from this Agreement. This person shall be identified to the County's contact person for this Agreement.
8. Provide a written response to the County's contact person within 30 days of receiving a written request for information related to the MCIP.
9. Provide the County with accounting, program technical assistance, and training related to the MCIP.
10. Maintain an invoice tracking system for MCIP and provide a report on an annual basis.

11. Establish an annual MCIP administrative cost based on Addendum A.

12. Invoice the County on an annual basis for administrative costs.



### **ADDENDUM A: MCIP Administrative Costs**

The MCIP Administrative Contract is a three-year contract. At the beginning of each calendar year, counties have the opportunity to inform DHCS of their intent to continue participation in MCIP for the upcoming State Fiscal Year (SFY) by completing the MCIP Letter of Intent (LOI).

The methodology for calculating each county's nonfederal share of administrative costs was developed by DHCS in consultation with the California State Association of Counties, County Health Executives Association of California, California Association of Public Hospitals and Health Systems, and the California State Sheriffs' Association. The nonfederal share of administrative costs allocated to each county is based on the following:

- 1) 30% of the total administrative costs will be distributed evenly to participating counties over 50,000 in population. \*
- 2) 70% of the total administrative costs will be allocated to participating counties pro-rata based on population. \*

*\*Population data will be obtained from the California Department of Finance, Demographic Estimates*

To account for a cost of living adjustment on a yearly basis after the initial SFY of the current Agreement, DHCS will include a year over year growth factor of 8% to the maximum payable amount of the annual administrative cost for each subsequent SFY. DHCS will invoice participating counties for the nonfederal share of administrative costs annually after the close of the previous fiscal year based on actual administrative costs per the methodology above.

State of California—Health and Human Services Agency  
Department of Health Care Services  
Medi-Cal County Inmate Program (MCIP)  
**Participation Agreement 23-MCIPMONO-26**

County Name: Mono

**ARTICLE I – STATEMENT OF INTENT**

The purpose of this Participation Agreement (PA) between the Department of Health Care Services (DHCS) and the County of Mono is to permit the County to voluntarily participate in the Medi-Cal County Inmate Program (MCIP).

**ARTICLE II - AUTHORITY**

This PA is authorized by Welfare and Institutions Code sections 14053.7, 14053.8, and Penal Code section 5072.

**ARTICLE III – TERM AND TERMINATION OF THE AGREEMENT**

1. This PA is effective on July 1, 2023.
2. This PA will remain in effect until terminated by either party pursuant to and in accordance with the requirements and conditions set forth in this PA.
3. Termination Without Cause:

Either party may terminate this PA without cause, and terminate the participation of the County in MCIP by issuing at least a 30 day prior written notification to the other party of the intent to terminate. Notice of termination shall result in the County's immediate withdrawal from MCIP on the termination date and exclusion from further participation in MCIP unless and until such time as the County's participation is reinstated by DHCS in MCIP. The County shall remain obligated to pay for the non-federal share of all MCIP services provided to the County.

4. Termination With Cause:

If the County fails to comply with any of the terms of this PA, DHCS may terminate this PA for cause effective immediately by providing written notice to the County's representative listed in ARTICLE IV. Furthermore, DHCS may terminate this PA for cause if DHCS determines that the County does not meet the requirements for participation in MCIP, the County has not submitted a valid reimbursement claim, or that the County is unable to certify that the claims are eligible for federal funds. Termination for cause will result in the County's immediate withdrawal and exclusion from further participation in the MCIP.

**Medi-Cal County Inmate Program Participation Agreement 23-MCIPMONO-26**  
**County: Mono**

The conviction of an employee, subcontractor, or authorized agent of the County, or of an employee or authorized agent of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee, agent, or subcontractor, or employee or agent of a subcontractor, from participation in MCIP. Failure of the County to exclude a convicted individual from participation in MCIP shall constitute a breach of this agreement for which DHCS may terminate this PA.

DHCS may terminate this PA in the event that DHCS determines that the County, or any employee or contractor working with the County has violated the laws, regulations or rules governing MCIP.

In cases where DHCS determines in its sole discretion that the health and welfare of Medi-Cal beneficiaries or the public is jeopardized by continuation of this PA, this PA shall be terminated effective the date that DHCS made such determination. After termination of the PA, any overpayment must be returned to DHCS pursuant to Welfare and Institutions Code sections 14176 and 14177.

Finally, this PA will terminate automatically upon the termination of the County's MCIP Administrative Service Agreement.

**ARTICLE IV – PROJECT REPRESENTATIVES**

Ingrid Braun, Sheriff  
County of Mono  
P.O. Box 616  
Bridgeport, CA 93517

Uma De Silva, Chief  
County-Based Claiming and Inmate Services Section  
Telephone: (916) 345-7934  
Fax: (916) 324-0738  
E-Mail: [Uma.DeSilva@dhcs.ca.gov](mailto:Uma.DeSilva@dhcs.ca.gov)

Direct all inquiries and notices to:

Inmates Medi-Cal Claiming Unit  
Local Governmental Financing Division  
1501 Capitol Ave., MS 2628  
P.O. Box 997436  
Sacramento, CA 95899-7436  
Telephone: (916) 345-7895  
E-Mail: [DHCSIMCU@dhcs.ca.gov](mailto:DHCSIMCU@dhcs.ca.gov)

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when delivered to the project representatives identified above.

**Medi-Cal County Inmate Program Participation Agreement 23-MCIPMONO-26**  
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**ARTICLE V – PAYMENT TERMS AND INVOICING**

1. The County shall compensate DHCS for the County's apportioned share of the nonfederal share of MCIP services listed in Article VII, as required by Welfare and Institutions Code sections 14053.7 and 14053.8, Government Code sections 26605.6, 26605.7, and 26605.8, and Penal Code 5072 within 60 days of receipt of an invoice from DHCS, which specifies both the total federally claimable cost and the nonfederal share of the total cost, for payments DHCS has made to providers. The DHCS invoice shall not contain and the County shall not compensate DHCS for MCIP services provided by Medi-Cal providers where the County incurs the cost of providing MCIP services and claims them through the CPE process as outlined specifically for Designated Public Hospitals (DPHs). The County shall not reimburse DHCS for the nonfederal share of services as Certified Public Expenditures (CPEs) of DPHs.
2. DHCS shall submit to the County a quarterly invoice for MCIP services that identifies the nonfederal share amount, and a report that contains information regarding paid claims data for the quarter, including information identifying the provider of services and the beneficiary, the recipient aid code, and amount of reimbursement, and other information that may be agreed to between the parties.

If after comparing its owed nonfederal share to payments actually made, the County has overpaid DHCS, and the amount is undisputed DHCS shall refund the overpayment to the County within 180 days of receipt of an invoice containing the same information from the County. This refund may be made by offsetting the amount against the County's next quarterly payment due to DHCS.

3. DPHs, in MCIP participating counties may submit claims and follow the CPE process which includes a pricing methodology established on an annual basis. These DPHs are paid using Federal Financial Participation (FFP) only.

**ARTICLE VI – COUNTY RESPONSIBILITIES**

1. Except as provided in subdivision (f.) of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS.
  - a. The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by state and federal law to arrange for services for Medi-Cal beneficiaries. Such additional amounts shall be paid entirely with county funds, and shall not be eligible for Social Security Act Title XIX FFP.
  - b. If DHCS pays the Medi-Cal provider more than what the County would have paid for services rendered, the County cannot request and receive the difference from the Medi-Cal provider.
  - c. If the County would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the County is still obligated to reimburse DHCS for the nonfederal share of DHCS' payment for the MCIP services.

**Medi-Cal County Inmate Program Participation Agreement 23-MCIPMONO-26**  
**County: Mono**

- d. In the event that FFP is not available for any MCIP service claimed pursuant to this PA, the County shall be solely responsible for arranging and paying for the MCIP service.
  - e. If the Centers for Medicare & Medicaid Services (CMS) determines an overpayment has occurred including the application of any federal payment limit that reduces the amount of FFP available then DHCS shall seek the overpayment amount from the provider, return the collected FFP to CMS, and return the collected nonfederal share to the County. In the event that DHCS cannot recover the overpayment from the Medi-Cal provider, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that Section 1903(d)(2)(D) of the Social Security Act is found not to apply.
  - f. The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed in the CPE process.
2. If CMS determines DHCS claimed a higher Federal Medical Assistance Percentage (FMAP) rate than is allowed and FFP is reduced by CMS then the County shall hold DHCS harmless for the return of the FFP to CMS.
  3. Upon the County's compliance with all applicable provisions in this PA and applicable laws, the County may send its MCIP-eligible beneficiaries to Medi-Cal providers to receive MCIP services.
  4. The County understands and agrees that the overall nature of the medical facilities in which an inmate receives medical services must be one of community interaction such that members of the general public may be admitted to receive services and admission into the medical facility or into specific beds within the facility is not limited to individuals under the responsibility of a correctional facility, and that inmates are admitted to specific medical units not based on their status as inmates of a correctional institution, but rather on their treatment needs and plan of care.
  5. Ensure that an appropriate audit trail exists within records and accounting system and maintain expenditure data as indicated in this PA.
  6. The County agrees to provide to DHCS or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this PA.
  7. In the event of any federal deferral or disallowance applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within 14 days.
  8. The County shall assist with the completion and delivery of completed Medi-Cal applications to the County Welfare Department within 90 days after the date of admission

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of the beneficiary to a Medi-Cal provider off of the grounds of the County correctional facility resulting in an expected stay of more than 24 hours.

9. As a condition of participation in MCIP, and in recognition of revenue generated by MCIP, the County shall pay annual administrative costs directly to DHCS.
  - a. The annual administrative costs payment shall be used to cover DHCS' administrative costs associated with MCIP, including, but not limited to, claims processing, technical assistance, and monitoring. DHCS shall determine and report staffing requirements upon which projected costs will be based.
  - b. The amount of the administrative costs shall be based upon the anticipated state salaries, benefits, operating expenses, and equipment necessary to administer MCIP and other costs related to that process.
  - c. The County shall enter in to a separate agreement with DHCS to reimburse DHCS for the administrative costs of administering MCIP.

**ARTICLE VII – DHCS RESPONSIBILITIES**

1. DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP eligible beneficiaries and seek FFP for these service claims. DHCS shall be responsible to pay such Medi-Cal providers only to the extent the County commits to reimburse DHCS for the nonfederal share of all federally reimbursable MCIP claims and for which FFP is available and obtained by DHCS for the MCIP service claims.
2. DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for MCIP services, the services provided, the county responsible, the specific MCIP-eligible beneficiary treated, the MCIP-eligible beneficiaries aid code, and the specific provider billing.
3. DHCS shall submit claims in a timely manner to CMS to draw down FFP and shall distribute FFP for all eligible claims.
4. DHCS shall:
  - a. Ensure that an appropriate audit trail exists within records and accounting system and maintain expenditure data as indicated in this PA.
  - b. Designate a person to act as liaison with the County concerning issues arising under this PA. This person shall be identified to the County's contact person for this PA.
  - c. Provide a written response by email or mail to the County's contact person within 30 days of receiving a written request for information related to MCIP.

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- d. With each quarterly cost invoice, provide a paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible beneficiaries. This analysis shall be used to determine the amount of the non-federal share that the County is obligated to pay under this PA.
5. Should the services to be performed under this PA conflict with DHCS' responsibilities under federal Medicaid law, those responsibilities shall take precedence.
6. DHCS' cessation of any activities due to federal Medicaid responsibilities does not relinquish the obligation of the County to reimburse DHCS for MCIP services incurred by DHCS in connection with this PA for periods in which the County participated in MCIP.
7. DHCS agrees to provide to the County, or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this PA.

**ARTICLE VIII – FISCAL PROVISIONS**

1. DHCS will invoice the County quarterly at the address indicated in ARTICLE IV. Each invoice shall include the agreement number and supporting documentation for the previous quarter's paid claims.
2. Counties are required to sign and submit the MCIP Certification and Hold Harmless by an authorized county representative to DHCS annually to ensure the County is providing efficient oversight of federal expenditures.

**ARTICLE IX – BUDGET CONTINGENCY CLAUSE**

1. It is mutually agreed that if the State Budget Act of the current State Fiscal Year (SFY) and any subsequent SFYs covered under this PA does not provide sufficient funds for MCIP, this PA shall be of no further force and effect. In this event, the DHCS shall have no liability to pay any funds whatsoever to the County or to furnish any other considerations under the PA and the County shall not be obligated to perform any provisions of this PA.
2. If funding for any SFY is reduced or deleted by the State Budget Act for purposes of MCIP, DHCS shall have the option to either cancel this PA, with no liability occurring to DHCS, or offer an agreement amendment to the County to reflect the reduced amount.

**ARTICLE X – LIMITATION OF STATE LIABILITY**

1. In the event of a federal audit disallowance, the County shall cooperate with DHCS in replying to and complying with any federal audit exception related to MCIP. The County shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PA. The County shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit

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disallowance related to the rendering of services under this PA. The amount of the federal audit disallowance, plus interest and penalties shall be payable on demand from DHCS.

2. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement for MCIP services under this PA, DHCS shall recoup from the Medi-Cal provider, upon written notice of 60 days after the completion of an audit or other examination that results in the discovery of an overpayment per Welfare and Institutions Code section 14172.5), amounts equal to the amount of the disallowance and interest in that state fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS.

**ARTICLE XI – AMENDMENT**

1. This PA and any exhibits attached hereto, along with the MCIP Administrative Agreement shall constitute the entire agreement among the parties regarding MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to MCIP and may be amended only by a written amendment to this PA.
2. Changes to the project representatives may be made via written communication including email by either party and shall not constitute a formal amendment to the PA.

**ARTICLE XII – GENERAL PROVISIONS**

1. None of the provisions of this PA are or shall be construed as for the benefit of, or enforceable by any person not a party to this PA.
2. The interpretation and performance of this PA shall be governed by the State of California. The venue shall lie only in counties in which the California Attorney General maintains an office.

DHCS and the County shall maintain and preserve all records relating to this PA for a period of three years from DHCS' receipt of the last payment of FFP or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this PA, or in state or federal law.

**ARTICLE XIII – INDEMNIFICATION**

It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person or property which arise out of the terms and conditions of this PA and the negligent and intentional acts or omissions of the County, its officers, employees, or agents.

**ARTICLE XIV – AVOIDANCE OF CONFLICTS OF INTEREST**



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The County is subject to compliance with the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022, and Article 1.1 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to 22 California Code of Regulations, section 51466.

**ARTICLE XV – CONFIDENTIALITY**

The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; 42 Code of Federal Regulations, part 431.300; Welfare and Institutions Code section 14100.2; and 22 California Code of Regulations, section 51009; and, the Business Associates Agreement hereby incorporated by reference.

**ARTICLE XVI – ALTERNATIVE FORMATTING**

1. The County assures the state that it complies with the ADA, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
2. County will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the Americans with Disabilities Act (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**Medi-Cal County Inmate Program Participation Agreement 23-MCIPMONO-26**  
**County: Mono**

The signatories to this PA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

County Name: \_\_\_\_\_

\_\_\_\_\_

**Name of Authorized Representative**

(Person legally authorized to bind contracts for the County)

\_\_\_\_\_

**Title of Authorized Representative**

\_\_\_\_\_

**Signature of Authorized Representative**

\_\_\_\_\_

**Date**

**STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES**

\_\_\_\_\_

**Signature of the DHCS Authorized Representative**

\_\_\_\_\_

**Typed or Printed Name of the DHCS Authorized Representative**

\_\_\_\_\_

**Typed or Printed Title of the DHCS Authorized Representative**

\_\_\_\_\_

**Date**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 7, 2023

**Departments: Probation**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**            Community Corrections Partnership  
Executive Committee Appointment

**AGENDA DESCRIPTION:**

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

Proposed resolution approving the appointment of District Attorney David Anderson to the Community Corrections Partnership Executive Committee and confirming membership of that Committee. Mono County Community Corrections Partnership Executive Committee at its regular meeting on February 15, 2023 voted to recommend David Anderson's appointment to the Executive Committee.

**RECOMMENDED ACTION:**

Adopt proposed resolution, approving the appointment of District Attorney David Anderson to the Community Corrections Partnership Executive Committee and confirming membership of that Committee.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Karin Humiston

**PHONE/EMAIL:** 7609325572 / khumiston@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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<a href="#">Staff Report</a>
<a href="#">Resolution</a>

History

Time

Who

Approval

2/28/2023 5:32 PM	County Counsel	Yes
3/1/2023 10:21 AM	Finance	Yes
3/1/2023 5:51 PM	County Administrative Office	Yes



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

probation@mono.ca.gov

Mark Magit  
Presiding Judge  
Superior Court

Dr. Karin Humiston  
Chief Probation Officer

February 16, 2023

TO: Honorable Board of Supervisors

FROM: K.S. Humiston

SUBJECT: List of Community Corrections Partnership Executive Committee Members has been updated to include David Anderson as a representative from the District Attorney's Office for the Board of Supervisor's approval.

**RECOMMENDATION:**

Approval of appointment of David Anderson to the Community Corrections Partnership Executive Committee.

**DISCUSSION:**

Mono County Community Corrections Partnership Executive Committee at its regular meeting on February 15, 2023 voted to recommend David Anderson's appointment to the Executive Committee.

**FISCAL IMPACT:**

No impact.



R23-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
DECLARING APPROVAL OF THE APPOINTMENT OF THE FOLLOWING  
MEMBERS TO THE MONO COUNTY COMMUNITY CORRECTIONS  
PARTNERSHIP EXECUTIVE COMMITTEE**

**WHEREAS**, the Community Corrections Partnership Executive Committee is mandated by statute pursuant to Penal Code 1230.1 (b); and

**WHEREAS**, a list of Executive Committee Members has been updated to this Board for approval.

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that: the Board of Supervisors of the County of Mono does hereby approve the modification to the Local Implementation Plan for the Mono County Community Corrections Partnership Executive Committee, as submitted by the Chief of Probation, Chair of the Community Corrections Partnership, to provide the accurate and updated listing of members as follows:

Karin Humiston, Chief of Probation

David Anderson, District Attorney

Hon. Mark Magit, Superior Court

Sophie Bidet, Public Defender

Ingrid Braun, Sheriff

Robin Roberts, Director of Behavioral Health

Al Davis, Chief of Police, Town of Mammoth Lakes

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**PASSED, APPROVED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023, by  
the following vote, to wit:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
Rhonda Duggan, Chair  
Mono County Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Clerk of the Board

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 7, 2023

**Departments: Probation**

**TIME REQUIRED**

**SUBJECT** Allocation List Amendment -  
Probation Department

**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 eliminate one (1) Behavioral Health Services Coordinator I position and add one (1) Behavioral Health Services Coordinator III position in the Department of Probation.

**RECOMMENDED ACTION:**

Adopt proposed resolution, authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to eliminate one (1) Behavioral Health Services Coordinator I position and add one (1) Behavioral Health Services Coordinator III position in the Department of Probation.

**FISCAL IMPACT:**

The fiscal difference between positions will be funded through the Pretrial Release Program funding under SB129. Salary for the Behavioral Health Services Coordinator I position is \$56,831 annually and benefits are \$18,664. Salary for the Behavioral Health Services Coordinator III position is \$65,946 annually and benefits are \$20,123. Difference between Behavioral Health Services Coordinator I and Behavioral Health Services Coordinator III is \$3,039 in salary and \$486 in benefits for a total of \$3,525 for the remainder of the current fiscal year. Difference between Behavioral Health Services Coordinator I and Behavioral Health Services Coordinator III for a full year is \$9,115 in salary and \$1,459 in benefits for a total of \$10,574. No fiscal impact to the General Fund.

**CONTACT NAME:** Karin Humiston

**PHONE/EMAIL:** 7609325572 / khumiston@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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<a href="#">Staff Report</a>



**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/1/2023 8:35 AM	County Counsel	Yes
2/28/2023 2:14 PM	Finance	Yes
3/1/2023 5:51 PM	County Administrative Office	Yes



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

Mark Magit  
Presiding Judge  
Superior Court

Dr. Karin Humiston  
Chief Probation Officer

*To: Honorable Board of Supervisors*

*From: Karin Humiston, Chief of Probation*

*Date: February 16, 2023*

### **Subject**

*Request for Personnel Allocation List change eliminating one (1) Behavioral Health Services Coordinator I position and adding one (1) Behavioral Health Services Coordinator III position within Probation.*

### **Recommendation**

*Consider and potentially adopt Resolution No. 23- \_\_\_\_\_, a Resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the Personnel Allocation List removing one (1) Behavioral Health Services Coordinator I position and adding one (1) Behavioral Health Services Coordinator III position in Probation.*

### **Fiscal Impact**

*The difference between positions will be funded through the Pretrial Release Program funding under SB129. Salary for the Behavioral Health Services Coordinator I position is \$56,831 annually and benefits are \$18,664. Salary for the Behavioral Health Services Coordinator III position is \$65,946 annually and benefits are \$20,123. Difference between Behavioral Health Services Coordinator I and Behavioral Health Services Coordinator III is \$3,039 in salary and \$486 in benefits for a total of \$3,525 for the remainder of the current fiscal year. Difference*

*between Behavioral Health Services Coordinator I and Behavioral Health Services Coordinator III for a full year is \$9,115 in salary and \$1,459 in benefits for a total of \$10,574.*

*No fiscal impact to the General Fund.*

## **Data and Detailed Justification**

*Senate Bill 1223, Becker. Criminal procedure: mental health diversion.*

*Existing law authorizes a court to grant pretrial diversion, for a period no longer than 2 years, to a defendant suffering from a mental disorder, on an accusatory pleading alleging the commission of a misdemeanor or felony offense, in order to allow the defendant to undergo mental health treatment. Existing law conditions eligibility on, among other criteria, a court finding that the defendant suffers from a mental disorder, as specified, and that the defendant's mental disorder played a significant role in the commission of the charged offense. Existing law makes defendants ineligible for the diversion program for certain offenses, including murder, voluntary manslaughter, and rape.*

*This bill would change the eligibility criteria to include a diagnosis of a mental disorder instead of the court finding the defendant suffers from a mental disorder and would require that the diagnosis or treatment for a diagnosed mental disorder be within the last 5 years. The bill would define "qualified mental health expert" for these purposes. The bill would require the court, if a defendant has been diagnosed with a mental disorder, to find that the defendant's mental disorder was a significant factor in the commission of a charged offense unless there is clear and convincing evidence that it was not a motivating factor, causal factor, or contributing factor to the alleged offense. The bill would, for a defendant charged with a misdemeanor, limit the period of diversion to one year. The bill would permit a county mental health agency unable to provide services pursuant to these provisions to submit, and would require a court to accept, a declaration in lieu of testimony that the agency is unable to provide services to a defendant. The bill would make other conforming changes.*

*On February 2nd, a meeting consisting of both Superior Court Judges and other justice partners took place to discuss and approve the implementation of Penal Code 1001.36 – Mental Health Diversion. This new unfunded mandate requires the addition of coordination of psychological and psychiatric evaluations, coordination of treatment plans, urinalysis (for substance abuse), supervision and electronic monitoring. Due to the increased duties and close coordination with behavioral health, Community Services Solutions, and the Jail, it is recommended that the current Behavioral Health Services Coordinator I be changed to a Behavioral Health Services Coordinator III. The incumbent meets the qualifications.*



R23-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS**

**AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE  
COUNTY OF MONO LIST OF ALLOCATED POSITIONS TO ELIMINATE ONE (1)  
BEHAVIORAL HEALTH SERVICES COORDINATOR I POSITION AND ADD ONE  
(1) BEHAVIORAL HEALTH SERVICES COORDINATOR III IN PROBATION**

**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 shall be authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

**SECTION ONE:** Remove the allocation of one (1) Behavioral Health Services Coordinator I position (new total 0) (salary range \$4,510 - \$5,482 per month).

**SECTION TWO:** Add the allocation of one (1) Behavioral Health Services Coordinator III position (new total 1) (salary range \$5,496 - \$6,680 per month).

1 **PASSED, APPROVED** and **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
2 by the following vote, to wit:

3 **AYES:**

4 **NOES:**

5 **ABSENT:**

6 **ABSTAIN:**

7  
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10 \_\_\_\_\_  
11 Rhonda Duggan, Chair  
12 Mono County Board of Supervisors

13 **ATTEST:**

**APPROVED AS TO FORM:**

14  
15  
16 \_\_\_\_\_  
17 Clerk of the Board

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 7, 2023

**Departments: Sheriff**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**                    Madera County Sheriff-Coroner:  
Agreement for Autopsy Services

**AGENDA DESCRIPTION:**

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

Proposed contract with Madera County Sheriff-Coroner pertaining to Agreement for Autopsy Services.

**RECOMMENDED ACTION:**

Approve and authorize the Chair of the Board of Supervisors to sign the contract with Madera County Sheriff-Coroner for the term of October 1, 2022, and end September 30, 2024.

**FISCAL IMPACT:**

There is no additional fiscal impact to the Sheriff's budget.

**CONTACT NAME:** Sarah Roberts

**PHONE/EMAIL:** 7609325279 / sroberts@monosheriff.org

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Madera County Sheriff- Coroner Agreement for Autopsy Services</a>
<a href="#">Exhibit A</a>

**History**

Time	Who	Approval
2/28/2023 1:33 PM	County Counsel	Yes
2/28/2023 1:46 PM	Finance	Yes

2/28/2023 5:01 PM

County Administrative Office

Yes

**MADERA COUNTY CONTRACT NO. \_\_\_\_\_**  
(Madera County Sheriff-Coroner: Agreement for Autopsy Services)

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of October, 2022, by and between the COUNTY OF MADERA, a political subdivision of the State of California (“MADERA COUNTY”), and the COUNTY OF MONO, a political subdivision of the State of California (“MONO COUNTY”). MADERA COUNTY and MONO COUNTY are at times each referred to herein as “Party” or collectively as “Parties.”

**RECITALS**

A. The Sheriff-Coroner of MONO COUNTY and the Sheriff-Coroner of MADERA COUNTY, pursuant to Government Code Sections 27491 et seq., are both responsible for performing autopsies in the circumstances outlined by statute.

B. The Parties’ respective Boards of Supervisors have determined that it is in the interest of both counties, in cases designated by MONO COUNTY and agreed upon by MADERA COUNTY, to have the MADERA COUNTY Sheriff-Coroner perform autopsies on the bodies of certain persons who die in MONO COUNTY and whose deaths come within the provisions of Government Code Sections 27491, et seq.

C. MONO COUNTY and MADERA COUNTY have elected to enter into this Agreement pursuant to Government Code Sections 6500, et seq. to authorize the MADERA COUNTY Sheriff-Coroner to perform autopsy services as specified herein, for the MONO COUNTY Sheriff-Coroner.

D. The MADERA COUNTY Sheriff-Coroner is agreeable to the rendering of such services in accordance with the terms and conditions set forth herein.

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

**AGREEMENT**



1. **TERM.** To begin October 1, 2022, and end September 30, 2024, unless sooner terminated.

2. **TERMINATION.** MADERA COUNTY or MONO COUNTY may terminate this Agreement with or without cause by giving at least thirty (30) days written notice to the other Party which notice shall include the date of termination. MADERA COUNTY shall be paid for all work satisfactorily performed through the date of termination and for any additional work expressly requested by MONO COUNTY as necessary to complete any services begun prior to the date of termination.

3. **DUTIES OF MADERA COUNTY.**The MONO COUNTY Sheriff-Coroner occasionally has a need for supplemental autopsy services. At the discretion of the MADERA COUNTY Sheriff-Coroner, MADERA COUNTY may provide such autopsy services (“Services”) as requested by MONO COUNTY, as set forth in additional detail in Exhibit “A”, attached hereto and incorporated herein by reference.

3.01 These Services will be rendered within the County of Madera.

3.02 After completion of said Services, the MADERA COUNTY Sheriff-Coroner shall retain and preserve any tissue samples that are required to establish the manner and cause of death or to support the autopsy findings, at the discretion of the MADERA COUNTY pathologist. Once manner and cause of death have been determined, all retained and preserved tissue samples shall be returned to the MONO COUNTY Sheriff-Coroner.

4. **DUTIES OF MONO COUNTY.** When a case is accepted for autopsy by the MADERA COUNTY Sheriff-Coroner, MONO COUNTY shall transport the human remains to be autopsied, along with any items or effects of the decedent that may be pertinent to the determination of the time, manner and cause of death, to the MADERA COUNTY Coroner

Facility.

- 4.01 When the autopsy is concluded, MONO COUNTY shall promptly transport the human remains and any additional items or effects back to MONO COUNTY. However, the MADERA COUNTY Sheriff-Coroner may retain any tissue samples and other evidence that may be needed to support the autopsy findings.
- 4.02 Once manner and cause of death have been determined, MONO COUNTY shall promptly transport all tissue samples and other evidence back to MONO COUNTY.
- 4.03 All transportation provided or arranged by MONO COUNTY pursuant to this Agreement shall comply with all applicable laws.
- 4.04 MONO COUNTY shall be responsible for human remains, tissue samples, and all other evidence being provided to MADERA COUNTY during transport.
- 4.05 MONO COUNTY shall retain complete jurisdiction as Coroner and Medical Certifier in all cases requiring autopsy by MADERA COUNTY.
- 4.06 The MONO COUNTY Sheriff-Coroner shall be responsible for establishing the identity of the decedent, locating and notifying the decedent's next of kin, satisfying all reporting requirements to governmental agencies, and completing and signing the certificate of death.
5. **COMPENSATION**. MONO COUNTY shall pay MADERA COUNTY, for

Services performed pursuant to this Agreement.

- 5.01 The cost of Services includes: salaries, wages, benefits, services, supplies, and divisional, department and County general overhead.
- 5.02 The rate for autopsy services shall be computed annually by MADERA COUNTY in accordance with salaries, wages, benefits, services, supplies,

equipment and divisional, department and County general overhead rates in effect during the respective year.

5.03 The current rates for autopsy services are attached hereto as Exhibit "A," and incorporated herein by reference.

5.04 MADERA COUNTY will promptly notify MONO COUNTY of any changes to the rates for autopsy services and provide MONO COUNTY with a copy of the new rates in effect.

5.05 MADERA COUNTY shall invoice MONO COUNTY upon completion of each autopsy.

6. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement, and any Exhibits attached hereto and incorporate by reference, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes in its entirety all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly in this Agreement. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the Parties hereto. No part of this Agreement may be modified without the written consent of both Parties.

7. **INDEPENDENT CONTRACTORS.**

7.01 In the performance of the work, duties and obligations assumed by MADERA COUNTY under this Agreement, MADERA COUNTY will, at all times, be acting and performing as an independent contractor and shall act in an independent capacity and not as an officer, servant, employee, joint venturer, partner or associate of MONO COUNTY. MADERA COUNTY and its Sheriff-Coroner shall retain all authority to control, supervise or direct the manner by

which MADERA COUNTY shall perform the services required under this Agreement. MADERA COUNTY, its agents and employees, shall not be entitled to any employment rights, privileges or benefits available to MONO COUNTY employees and shall in no manner be considered as MONO COUNTY employees. MADERA COUNTY shall be responsible for providing, at its own expense, and in its name, disability, worker's compensation, or other insurance as well as licenses or permits usual or necessary for conducting the services hereunder.

7.02 In the performance of the work, duties and obligations assumed by MONO COUNTY under this Agreement, MONO COUNTY will, at all times, be acting and performing as an independent contractor and shall act in an independent capacity and not as an officer, servant, employee, joint venturer, partner or associate of MADERA COUNTY. MONO COUNTY and its Sheriff-Coroner shall retain all authority to control, supervise or direct the manner by which MONO COUNTY shall perform the services required under this Agreement. MONO COUNTY, its agents and employees, shall not be entitled to any employment rights, privileges or benefits available to MADERA COUNTY employees and shall in no manner be considered as MADERA COUNTY employees. MONO COUNTY shall be responsible for providing, at its own expense, and in its name, disability, worker's compensation, or other insurance as well as licenses or permits usual or necessary for conducting the services hereunder.

8. **GOVERNING LAW.** The laws of the State of California shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall also govern the interpretation of this Agreement. Venue for any dispute arising under this Agreement shall be in

Madera County, California.

9. **INDEMNIFICATION.**

9.01 MADERA COUNTY shall save, keep and hold harmless MONO COUNTY and its elected and appointed officials, officers, agents and employees from any loss, cost, expense (including attorney's fees), damage, claim or liability, solely resulting from, arising out of, or in any way connected with the active negligence or willful misconduct of MADERA COUNTY, or its elected and appointed officials, officers, agents and employees related to this Agreement, including but not limited to, property damage, bodily injury or death or any other element of damage of any kind or nature, and MADERA COUNTY shall defend at its expense, including attorney fees, MONO COUNTY and its elected and appointed officials, officers, agents, and employees in any legal action or claim of any kind based or asserted upon such alleged acts or omissions.

9.02 MONO COUNTY shall save, keep and hold harmless MADERA COUNTY and its elected and appointed officials, officers, agents and employees from any loss, cost, expense (including attorney's fees), damage, claim or liability, solely resulting from, arising out of, or in any way connected with the active negligence or willful misconduct of MONO COUNTY, or its elected and appointed officials, officers, agents and employees related to this Agreement, including but not limited to, property damage, bodily injury or death or any other element of damage of any kind or nature, and MONO COUNTY shall defend at its expense, including attorney fees, MADERA COUNTY and its elected and appointed officials, officers, agents, and employees in any legal action or claim of any kind based or asserted upon such alleged acts or omissions.

9.03 If judgment is entered against MONO COUNTY and MADERA COUNTY by a court of competent jurisdiction because of the concurrent active negligence of either Party, the Parties agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

10. **NOTICES.** All notices, reports and correspondence required by this Agreement shall be in writing and shall be effective upon personal services or deposit in the United States Mail, postage prepaid and addressed as follows:

**MADERA COUNTY**

Madera County Sheriff's Office  
Coroner Division  
2725 Falcon Drive  
Madera, CA 93637

**MONO COUNTY**

Chief Deputy Coroner  
Sheriff-Coroner Department  
P.O. Box 616  
Bridgeport, CA 93517

**With Copy to**

Clerk of the Board  
Madera County Board of Supervisors  
200 West 4th Street  
Madera, CA 93637

11. **INSURANCE.** Without limiting a Party's right to obtain indemnification from the other Party or any third parties, each Party, at its sole expense, shall obtain and maintain at a minimum, and at all times during the course of this Agreement, the following insurance policies: general liability insurance and auto insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; errors and omissions insurance, including medical malpractice insurance, in an amount of not less than One Million Dollars (\$1,000,000.00); and worker's compensation insurance as required by California law. Each party agrees to furnish to the other party, at their request, a certificate of insurance evidencing the above insurance policies.

12. **SURVIVAL OF OBLIGATIONS.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the services hereunder and/or the termination of this Agreement.

13. **SEGREGATION.** In the event that one or more provisions of this Agreement may be deemed unenforceable, the remainder of the Agreement shall continue in full force and effect.

14. **SECTION HEADINGS.** The section headings, enumeration, and sequence of sections appearing herein are for convenience purposes only and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

15. **TIME OF ESSENCE.** Time is of the essence to this Agreement.

//

\* \* \* \* \*

**IN WITNESS WHEREOF** the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

COUNTY OF MONO

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Approved as to Legal Form:  
COUNTY COUNSEL

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

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

Approved as to Legal Form:  
MONO COUNTY COUNSEL

ACCOUNT NUMBER(S)

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

\_\_\_\_\_  
\_\_\_\_\_

RISK MANAGER:

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



**EXHIBIT A**  
**SCOPE OF WORK AND COMPENSATION**

**A. SCOPE OF WORK.**

1. MADERA COUNTY shall provide autopsy services to MONO COUNTY during those instances and investigations when MONO COUNTY is required by law to conduct an inquiry into the cause and manner of death of a decedent.

2. MADERA COUNTY shall provide MONO COUNTY with one (1) on-call Deputy Coroner or Deputy-Sheriff to grant access to the Coroner's Facility outside of normal business hours. For the purposes of this Agreement, "normal business hours" shall mean Monday through Friday from 8:00 a.m. to 5:00 p.m.

3. MADERA COUNTY will advise MONO COUNTY when, in the opinion of MADERA COUNTY and upon consultation with the Forensic Pathologist, an autopsy is required. Autopsies may include gross dissection, microscopic examination, and toxicological examination as determined necessary by MADERA COUNTY and shall also include all additional protocols required by law.

4. MADERA COUNTY shall provide written autopsy reports to MONO COUNTY in a timely manner. At times, toxicology, histology and other third-party laboratory tests may be required ("Additional Services"). Any Additional Services, that MADERA COUNTY is unable to perform in-house, that are required for the proper completion of an autopsy will be billed directly to MONO COUNTY. MADERA COUNTY will contract independently for such services.

5. Autopsies shall be conducted at times that are mutually agreed upon by MADERA COUNTY and MONO COUNTY, but in every case as soon as practicable.

Autopsies of decedents, and reports pertaining to them, shall be consistent with the facilities available to MADERA COUNTY and the general professional standards established by practicing pathologists throughout the State of California.

6. MONO COUNTY shall furnish, at its own expense, transportation of personnel, human remains, pertinent items or effects, tissue samples, and other items as required to and from the MADERA COUNTY Coroner Facility.

7. MADERA COUNTY may employ at its own expense, and with the concurrence of its Sheriff-Coroner, physicians qualified by training and licensure to perform pathology services as deemed necessary to meet the needs of MONO COUNTY. MADERA COUNTY agrees to allow its Sheriff-Coroner to perform pathology service on behalf of MONO COUNTY.

8. MONO COUNTY may request Rapid DNA analysis and shall be financially responsible for any and all costs associated with Rapid DNA analysis.

9. MONO COUNTY may request forensic dental identification and shall be financially responsible for any and all costs associated with post-mortem forensic dental examination.

B. **COMPENSATION.** MONO COUNTY agrees to pay MADERA COUNTY compensation for the services provided pursuant to this Agreement as follows:

October 1, 2022 – September 30, 2024

1. \$3,500.00 per autopsy service.
2. \$300.00 minimum, for each instance that MONO COUNTY requests for MADERA COUNTY to unlock its Coroner Facility during non-business hours. The minimum charge includes up to three (3) hours of the Deputy Coroner or Deputy

Sheriff's time. Each additional hour, in excess of the first three (3) hours, shall be billed at a rate of \$100 per hour.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 7, 2023

**Departments: Information Technology**

**TIME REQUIRED**

**SUBJECT** Local Agency Technical Assistance  
(LATA) Grant MOU Agreement with  
Golden State Connect Authority  
(GSCA)

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Proposed memorandum of understanding (MOU) with the Golden State Connect Authority (GSCA) for the implementation of the Local Agency Technical Assistance (LATA) grant.

### RECOMMENDED ACTION:

Approve, and authorize Board Chair to sign, a memorandum of understanding (MOU) with the Golden State Connect Authority (GSCA) for the implementation of the Local Agency Technical Assistance (LATA) grant. Additionally, provide authorization for the Interim Information Technology (IT) Director to approve minor amendments and/or revisions that may occur during the contract period provided such amendments do not alter the amount not-to-exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

### FISCAL IMPACT:

The maximum amount payable under this 24-month term grant agreement shall not exceed the amount of \$500,000.

**CONTACT NAME:** Milan Salva

**PHONE/EMAIL:** 760-924-1696 / msalva@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[Staff Report](#)

[MOU](#)

[Grant Approval Letter](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/28/2023 12:49 PM	County Counsel	Yes
2/28/2023 2:23 PM	Finance	Yes
2/28/2023 5:00 PM	County Administrative Office	Yes



**INFORMATION TECHNOLOGY  
COUNTY OF MONO**

PO Box 7657 | 1290 TAVERN ROAD MAMMOTH LAKES, CA 93546  
(760) 924-1696 • FAX (760) 924-1697 • [msalva@mono.ca.gov](mailto:msalva@mono.ca.gov)

Milan Salva  
*Interim Information Technology Director*

DATE: March 7, 2023  
TO: Mono County Board of Supervisors  
FROM: Milan Salva, Interim Director of Information Technology (IT)  
SUBJECT: Local Agency Technical Assistance (LATA) Grant MOU Agreement with Golden State Connect Authority (GSCA)

**Discussion:**

In December 2021, thirty-nine rural counties, including Mono County, formed Golden State Connect Authority (GSCA), a joint powers authority focused on advancing the deployment of broadband across their footprints. GSCA is working with Mono County and the other member counties to introduce a new model of broadband deployment in rural California – open-access, public-benefit, municipal broadband. To accomplish this goal, GSCA has assembled a team of seasoned professionals who will assist with the launch of this model in identified project areas across the thirty-nine-member county area that need quality, accessible, affordable broadband.

Each GSCA member county desiring to participate in the California Public Utilities Commission (CPUC)'s Local Agency Technical Assistance (LATA) program for this purpose is required to enter into a Memorandum of Understanding (MOU) with GSCA for the purpose of engaging network design professionals in the development of network designs for the priority unserved/under-served project areas within their jurisdictions. GSCA would contract with Tilson Technology on behalf of each member that was awarded CPUC's LATA program funds for professional network design services. Similarly, GSCA will enter a Master MOU with UTOPIA Fiber for engineering and network design management, advising and directing the work of Tilson, on behalf of each member that was awarded LATA program funds for professional network design services.

Mono County's application for LATA grant funding in the amount up to \$500,000 was approved in October 2022.

**Recommendation:**

Approve, and authorize Board Chair to sign, a memorandum of understanding (MOU) with the Golden State Connect Authority (GSCA) for the implementation of the Local Agency Technical Assistance (LATA) grant. Additionally, provide authorization for the Interim Information Technology (IT) Director to approve minor amendments and/or revisions that may occur during the contract period provided such amendments do not alter the amount not-to-exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

**Attachments:**

1. Memorandum of Understanding Between Golden State Connect Authority and Mono County, with attachments:

- Golden State Connect Authority Agreement for Professional Services with Tilson Technology Management, and scope of work.

- Memorandum of Understanding Between Golden State Connect Authority and Utah Telecommunication Open Infrastructure Agency Regarding Engineering Management Services.
- Applicant Budget Summary.

2. Grant Award Letter.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
GOLDEN STATE CONNECT AUTHORITY  
AND  
COUNTY OF MONO  
REGARDING  
IMPLEMENTATION OF LOCAL AGENCY TECHNICAL ASSISTANCE GRANT**

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is dated March 7, 2023 and made between **GOLDEN STATE CONNECT AUTHORITY** (“GSCA”) and **COUNTY OF MONO** (“County”). This MOU is made in reference to the following facts:

**RECITALS:**

- (a) GSCA is a joint powers authority organized and existing under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code.
- (b) Under that certain *Golden State Connect Authority Joint Exercise of Powers Agreement*, GSCA is authorized to establish and operate programs and projects to facilitate the provision and expansion of broadband internet access service in rural communities, and to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service.
- (c) County is a political subdivision of the State of California, and a full Member of GSCA. County is authorized to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service under Government Code section 26231.
- (d) County is applying for grant funding from the California Public Utilities Commission's Local Agency Technical Assistance program. If approved, this grant funding will cover the cost of preparing conceptual network design and cost estimation, refined high-level design and foundational planning, and low-level design and engineering for portions of a proposed open access broadband internet access network serving certain areas within County's boundaries.
- (e) In the event that County is awarded a grant under the Local Agency Technical Assistance program, GSCA desires to assist County in implementing the grant by undertaking responsibility for performance of the grant-funded work, as set forth herein.
- (f) Under the Joint Exercise of Powers Act (Gov. Code, §§ 6500 et seq.), GSCA and County (collectively, the “Parties”) are authorized to enter into an agreement to jointly exercise any power common to both entities.



**THEREFORE, THE PARTIES SHALL JOINTLY EXERCISE THEIR COMMON POWER AS FOLLOWS:**

1. Recitals Incorporated. The above recitals are true and correct, and are hereby incorporated into this MOU.
2. Authority. This MOU is authorized by Government Code sections 6500 et seq., 26227, 26231, and 53703.
3. No Separate Entity. This MOU does not create an agency or entity that is separate from the parties to the agreement.
4. Responsibilities of County. County shall do all of the following:
  - a. Submit a timely application for grant funding from the California Public Utilities Commission's Local Agency Technical Assistance program, consistent with the scope of work set forth in the proposed *Agreement for Professional Services and Memorandum of Understanding between Golden State Connect Authority and Utah Telecommunication Open Infrastructure Agency Regarding Engineering Management Services*, collectively attached hereto as **Attachment 1**, and the *Local Agency Technical Assistance Application Budget Summary*, attached hereto as **Attachment 2**.
  - b. In the event the application is approved, submit all documentation necessary to accept and receive the grant funds, with the assistance of GSCA as set forth in Section 5.
  - c. Submit timely payment requests to the California Public Utilities Commission, in accordance with the approved grant, upon receipt of invoices from GSCA.
  - d. Upon receiving payment(s) from the California Public Utilities Commission under the grant, compensate GSCA as set forth in Section 6.
  - e. Timely make all reports to the California Public Utilities Commission required under the grant, with the assistance of GSCA as set forth in Section 5.
5. Responsibilities of GSCA. GSCA shall do all of the following:
  - a. In the event the grant application is approved, promptly enter into an *Agreement for Professional Services and a Memorandum of Understanding between Golden State Connect Authority and Utah Telecommunication Open Infrastructure Agency Regarding Engineering Management Services* in substantially the forms attached hereto as **Attachment 1**.
  - b. Administer and oversee the performance of services under the foregoing agreements to ensure completion of the scope of work set forth therein in accordance with the terms of the approved grant.

- c. Compensate the contractors under the foregoing agreements in accordance with the terms of those agreements and the approved grant, and submit timely invoices for reimbursement to County.
  - d. Submit timely invoices to County for GSCA's administrative staff costs in accordance with Section 6 and the approved grant.
  - e. Assist the County in preparing and submitting any documentation necessary to accept and receive the grant funds, and in making any necessary reports and payment requests to the California Public Utilities Commission in accordance with the terms of the grant.
  - f. Have full responsibility for performance of the grant-funded work and compliance with the terms of the approved grant, except as otherwise expressly set forth herein.
6. Fiscal Provisions. County shall make payment to GSCA from Local Agency Technical Assistance grant funds received by the County for services provided hereunder, as follows.
  - a. County shall reimburse GSCA for all amounts paid to the contractors under the *Agreement for Professional Services* and the *Memorandum of Understanding between Golden State Connect Authority and Utah Telecommunication Open Infrastructure Agency Regarding Engineering Management Services*.
  - b. County shall further reimburse GSCA for all costs incurred for GSCA staff to perform the services set forth in Section 5, at GSCA's actual cost, including indirect costs allowable under the uniform cost principles promulgated by the United States Office of Management and Budget, not to exceed \$15,000.
  - c. GSCA will submit invoices to County for the foregoing amounts in the time and manner consistent with the approved grant.
  - d. The maximum amount payable to GSCA under this MOU shall not exceed \$475,000, or ninety-five percent (95%) of the grant amount awarded under the California Public Utilities Commission's Local Agency Technical Assistance program, whichever is less.
7. Term. This Agreement shall commence upon award of funding for the proposed work under the Local Agency Technical Assistance program, and terminate upon completion of, and final payment for, all services set forth in this MOU. If the Local Agency Technical Assistance grant application submitted by GSFA is not approved, this MOU shall be of no further force or effect.
8. Compliance with Law. GSCA and County shall perform all functions related to the services or activities described herein in accordance with all applicable federal, state, and local laws, ordinances, regulations, and rules, and in accordance with the terms of the aforementioned grant.

9. Independent Contractor. GSCA shall, during the entire term of this MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which GSCA performs the services which are the subject matter of this contract. GSCA staff performing services under this MOU not be deemed employees of County for any purpose.
10. Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties hereto pursuant to Government Code section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree, pursuant to Government Code section 895.4, as follows:
  - a. GSCA shall hold harmless, defend, and indemnify County, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of GSCA, or any person employed by or under GSCA in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County.
  - b. County shall hold harmless, defend, and indemnify GSCA, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of GSCA) being damaged by the negligent acts, willful acts, or errors or omissions of County, or any person employed by or under County in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of GSCA.
11. Insurance. GSCA and County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

12. No Third Party Beneficiary. Nothing in this MOU shall be construed to create any rights of any kind or nature in any other party not a named party to this MOU.
13. Authorization. Each party executing this MOU and each person executing this MOU in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.
14. Entire Agreement/Amendments. This MOU supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This MOU shall not be amended, except in a writing that is executed by authorized representatives of both parties.
15. Governing Law and Venue. This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Mono County, California.
16. Notices. Any notice required to be given pursuant to the terms and provisions of this MOU shall be in writing and shall be sent first class mail to the following addresses:

GSCA: Golden State Connect Authority  
 Attn: Executive Director  
 1215 K Street, Suite 1650  
 Sacramento, CA 95814

County: County of Mono  
 74 School Street  
 Bridgeport, CA. 93517

**IN WITNESS WHEREOF**, GSCA and County have executed this Memorandum of Understanding on the day and year set forth below.

Date: \_\_\_\_\_

**GOLDEN STATE CONNECT AUTHORITY**

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

**Executive Director**

Date: \_\_\_\_\_

**COUNTY OF MONO**

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

**Chair, Board of Supervisors**

## **ATTACHMENTS**

**Golden State Connect Authority Agreement for Professional Services  
with Tilson Technology Management**

**Memorandum of Understand Between Golden State Connect Authority and  
Utah Telecommunication Open Infrastructure Agency  
Regarding Engineering Management Services**

**Applicant Budget Summary**

**GOLDEN STATE CONNECT AUTHORITY**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**WITH**

**TILSON TECHNOLOGY MANAGEMENT**

**(NAME OF COUNTY OR CITY)**

This Professional Services Agreement (“Agreement”) is made by and between the Golden State Connect Authority, a Joint Exercise of Powers Authority and political subdivision of the State of California, (“GSCA”) and Tilson Technology Management, (“Contractor” or “Tilson”), and is effective as of the latest date corresponding to the signatures below.

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties hereby agree as follows:

1. **SERVICES TO BE PROVIDED.** As directed by GSCA, Contractor shall perform the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as the following scope items/work products: (1) Conceptual Network Design and Cost Estimation for potential project areas throughout \_\_\_\_\_ County; (2) Refined High-Level Design and Foundational Planning for project areas selected by GSCA; and (3) Low-Level Design and Engineering for project areas selected by GSCA.

The proposed network design shall be primarily underground, within existing public road rights-of-way, unless otherwise directed by GSCA.

Upon completion of each scope item/work product set forth in **Exhibit A**, Contractor shall submit a report for that item setting forth the information described **Exhibit A**, including any conclusions and recommendations. Each report shall further include all of the following:

- Short summary of the work product(s) created for that scope item.
- A short description of the work completed that is suitable for submission to GSCA's funding sources.
- Identification of areas where GSCA may deploy broadband infrastructure stemming from this work, suitable for submission to GSCA's funding sources.
- An acknowledgement, on the cover page, that: “Funding for this project has been provided in part through a grant for Local Agency Technical Assistance from a program administered by the California Public Utilities Commission.”

Contractor shall cooperate with GSCA’s assigned engineering manager, Utah Telecommunication Open Infrastructure Agency (UTOPIA) in the performance of all services hereunder, unless otherwise directed by GSCA.

2. **PAYMENTS BY GSCA.** GSCA shall pay Contractor for all services satisfactorily provided herein in accordance with the payment provisions set forth in **Exhibit B**, subject to the

limitations set forth in this Agreement. The payments specified in Exhibit B shall be the only payments to be made to Contractor for services rendered pursuant to this Agreement. The total amount payable by GSCA to Contractor under this Agreement shall not exceed the sum of \$ [REDACTED].

3. **TERM.** The term of this Agreement is from [REDACTED] to [REDACTED], unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Contractor and GSCA, and Contractor may not commence work before GSCA signs this Agreement.

4. **PERFORMANCE STANDARDS.**

4.01. Contractor warrants that its agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required hereunder, and are not employees of the GSCA, or immediate family of an employee of GSCA.

4.02. Contractor, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations.

4.03. Contractor shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified herein.

5. **PAYMENT CONDITIONS.**

5.01. Contractor shall submit to GSCA an invoice on a form acceptable to GSCA. If not otherwise specified, the Contractor may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by Contractor for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as GSCA may require. GSCA will make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.

5.02. The compensation paid to Contractor hereunder is inclusive of all expenses, costs, fees, or charges incurred by Contractor for services provided under this Agreement.

6. **TERMINATION.**

6.01. Termination Without Cause. GSCA may terminate the Agreement without cause by giving written notice setting forth the effective date of termination to the Contractor at least 30 days prior to the effective date. In such event, the amount payable under this

Agreement shall be reduced in proportion to the services provided prior to the date of termination.

6.02. Termination for Cause. GSCA may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" herein includes, but is not limited to, the failure of the Contractor to perform the required services at the time and in the manner provided herein. If GSCA terminates this Agreement for good cause, GSCA may be relieved of the payment of any consideration to Contractor and GSCA may proceed with the work in any manner which GSCA deems proper. The cost to GSCA shall be deducted from any sum due herein to Contractor.

7. **INDEMNIFICATION.** Contractor shall indemnify, defend and hold harmless the GSCA, and its elected and appointed officials, directors, officers, employees, agents, and volunteers, from any and all claims, causes of action, damages, losses, expenses, fines, penalties, judgments, demands and defense costs, whether in law or equity (including, without limitation, actual, direct, out-of-pocket costs and expenses and amounts paid in compromise or settlement and reasonable outside legal fees arising from litigation of every nature or liability of any kind or nature including civil, criminal, administrative or investigative) (collectively, "**Claim**") arising from or related to the services performed by Contractor under this Agreement or the actions or inactions of Contractor, or accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of Contractor's duties and services hereunder, except such loss or damage that was caused by the sole, active negligence or willful misconduct of GSCA. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. GSCA shall promptly notify Contractor of any claim made in connection with the performance of services rendered hereunder.

Notwithstanding the foregoing, to the extent that the services or work hereunder include design professional services subject to Civil Code section 2782.8, Contractor's duty to indemnify and defend shall only be to the maximum extent permitted of the law.

**This section shall survive the termination or expiration of this Agreement.**

8. **INSURANCE.** Contractor shall at all times maintain in force the insurance coverage required herein. Contractor shall send GSCA annual certificates of insurance without demand by GSCA. Failure by Contractor to maintain such insurance is a default of this Agreement which entitles GSCA, in its sole discretion, to terminate this Agreement immediately.

8.01. Evidence of Coverage. Prior to commencement of work pursuant to this Agreement, Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate and the Contractor shall provide GSCA a copy of the policy(ies) upon request.



8.02. Qualifying Insurers. All coverages shall be issued by companies which hold a current holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability as approved by the GSCA.

8.03. Insurance Coverage Requirements. Without limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement a policy(ies) of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance, including but not limited to premises and operations, coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- B. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- C. Worker's Compensation Insurance, if Contractor employs others in performance of this Agreement, in accordance with Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000, each accident, and \$1,000,000 each disease.
- D. Professional Liability Insurance, in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice, errors, or omissions made in the course of rendering professional services.
- E. All insurance required herein shall be issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified herein. Unless otherwise specified herein, all such insurance shall be written on an occurrence basis. For any policy written on a claims basis, and accepted by GSCA, Contractor shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least 3 years following the expiration or earlier termination of this Agreement.

Each insurance policy shall provide that GSCA shall be given notice in writing at least 30 days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each

subcontractor performing work hereunder or be accompanied by a certificate of insurance from each subcontractor showing subcontractor has identical coverage as required above.

Commercial General Liability and Automobile Liability policies shall provide an endorsement naming GSCA, its elected officials, officers, agents, and employees as Additional Insureds with respect to liability arising out of Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by GSCA and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by Contractor's insurance. (ISO Form CG 20 10 11-85, or CG 20 10 10 01 in tandem with CG 2037 10 01 (2000); and ISO Form CA 20 48 02 99.)

Contractor shall provide GSCA with any new or amended certificate of insurance within 5 days after any change is made to any policy.

## **9. RECORDS AND CONFIDENTIALITY.**

- 9.01. GSCA Records. Contractor shall not disclose any confidential records or other confidential information received from GSCA or prepared in connection with the performance of this Agreement unless GSCA provides Contractor with written authorization to disclose a specific record(s) or information on a case-by-case basis. Contractor shall promptly transmit to GSCA all requests for disclosure for any records or information related to this Agreement. Contractor shall not use any confidential information or records provided by GSCA for any purpose whatsoever, excepting for the sole purpose of performing Contractor's obligations herein. Contractor shall return to GSCA all GSCA records which Contractor used or received from GSCA to perform services hereunder upon the termination or expiration of this Agreement.
- 9.02. Contractor Records. Contractor and its officers, employees, agents, and subcontractors shall prepare and preserve all reports and records that may be required by federal, state, and GSCA laws and regulations related to services performed herein, and shall maintain such records for a period of at least 5 years after receipt of final payment hereunder. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 5-year period, then Contractor shall retain said records until such action is resolved.
- 9.03. Access to and Audit of Contractor Records. GSCA has the right to examine, monitor and audit all records, documents, conditions, and activities of Contractor and its subcontractors related to services provided herein. Pursuant to Government Code section 8546.7, the parties hereto may be subject, at the request of the GSCA or as part of any audit of the GSCA, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of five years after final payment hereunder.

10. **OWNERSHIP OF MATERIALS.** All materials developed under this Agreement, including without limitation all documents, drawings, estimates, notes, reports, work sheets, electronic storage media, plans, specifications, professional and technical information, and related data (collectively, "Deliverables") shall become the property of GSCA, and Contractor agrees to deliver such Deliverables to the GSCA upon completion of the services hereunder or other termination of this Agreement.

With respect to any Deliverables, or portions or components thereof, that do not become the property of GSCA in accordance with this section, the parties acknowledge and agree that Golden State Connect Authority shall have an exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide, transferable, and unrestricted license (with the right to sublicense) to use, copy, publicly perform, publicly display, broadcast, reformat, combine, translate, excerpt (in whole or in part), and distribute such Deliverables, portions, and components for any purpose, and to prepare derivative works of, or incorporate into other works, the Deliverables and all of their portions and components. The above rights may be exercised in all media and formats whether now known or hereafter devised. These license provisions shall survive any termination of the Agreement.

11. **THIRD PARTY BENEFICIARY LIMITATION.** This Agreement is intended solely for the benefit of the parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against any of the parties hereto.

12. **NON-DISCRIMINATION.** Contractor and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in Government Code sections 12940 et seq., either in Contractor's employment practices or in the furnishing of services to recipients. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Contractor any all subcontractors shall, in performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination.

13. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders that may affect its performances of services herein in any manner. Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of services. Contractor shall further comply with all provisions of any state or federal grant agreements providing funding for the services herein to the extent applicable to

Contractor as a subgrantee under said agreement, as though such agreement were fully set forth herein.

**14. INDEPENDENT CONTRACTOR.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of GSCA. Nothing in this agreement is intended nor shall be construed to create a partnership or a joint venture relationship. GSCA shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, GSCA shall not have the right to control or direct the means by which Contractor performs services rendered pursuant to this Agreement. Contractor shall set its own hours and location of work, provided the results described herein are accomplished. Contractor warrants that it is responsible for paying payroll or any other kind of taxes resulting from compensation paid to Contractor hereunder. Contractor further warrants and represents that each of the following is true and correct:

- (i) If any work hereunder is performed in a jurisdiction that requires Contractor to have a business license or business tax registration, Contractor shall obtain and maintain the required business license or business tax registration as required by law during the term of this Agreement.
- (ii) Contractor maintains a business location that is separate from the business or work location of GSCA.
- (iii) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder.
- (iv) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from GSCA.
- (v) Contractor advertises and holds itself out to the public as available to provide the same or similar services.
- (vi) Contractor provides its own tools, vehicles, and equipment to perform the services.
- (vii) Contractor can negotiate its own rates.
- (viii) Contractor can set its own hours and location of work, consistent with the nature of the work.
- (ix) Contractor is not performing the type of work for which a license from the Contractors' State License Board is required.

By initialing this Agreement in the space provided immediately below, Contractor acknowledges that this Agreement is complete, that it does not create an employer-employee relationship between GSCA and Contractor or any person performing services hereunder on behalf of Contractor, and that this Agreement cannot and will not be modified by any oral representation of employment. Contractor further acknowledges that he is responsible for paying payroll or any other kind of taxes resulting from compensation paid to Contractor hereunder.

Contractor's Initials:

15. **PREVAILING WAGE.** Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, GSCA will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold GSCA, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that GSCA has not affirmatively represented to Contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no Contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

Contractor acknowledges that no Contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## 16. MISCELLANEOUS PROVISIONS.

16.01. Conflict of Interest. Contractor represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or

indirectly conflict in any manner or to any degree with the full complete performance of the professional services required to be rendered under this Agreement.

- 16.02. No Waiver. Any waiver of any terms or conditions of this Agreement must be in writing and signed by the parties. A waiver of any of the terms or conditions of this Agreement shall not be construed as a waiver of any other term or condition of this Agreement, and a single (or multiple) waiver shall not be construed as a perpetual waiver.
- 16.03. Disputes. Contractor shall continue to perform under this Agreement during any dispute.
- 16.04. Non-assignment and Subcontracting. Contractor shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the GSCA. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the GSCA. Notwithstanding any such subcontract, Contractor shall remain liable for the performance of all requirements of this Agreement.
- 16.05. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the parties herein, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.06. Headings. The headings herein are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.07. Resolution of Ambiguities. The parties agree that each has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.
- 16.08. Entire Agreement and Amendment. This Agreement represents the entire Agreement between the parties with respect to the subject matter hereto and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date of this Agreement. This Agreement may be amended or modified only by written instrument signed by the parties.
- 16.09. Time is of the Essence. Time is of the essence in each and all provisions of this Agreement.
- 16.10. Governing Law and Venue. This Agreement shall be governed by and interpreted under the laws of the State of California. In the event of litigation between the parties hereto, venue shall be the Superior Court of the State of California, for the County of Sacramento.

- 16.11. Non-exclusive Agreement. This Agreement is non-exclusive and both GSCA and Contractor expressly reserve the right to contract with other entities for the same or similar services.
- 16.12. Authority. Any individual executing this Agreement on behalf of a party represents and warrants hereby that they have the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.13. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment hereto, the provisions of this Agreement shall prevail and control.
- 16.14. Severability. If it is determined by a court of competent jurisdiction, that any provision(s) of this Agreement is illegal or unenforceable, such provision(s) shall be severed from the Agreement and shall be inoperative such that all other provisions of the Agreement remain binding with full force and effect. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect.
- 16.15. Counterparts. This Agreement may be executed in 2 or more counterparts, each of which constitutes an original, and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart via email transmittal.
- 16.16. Notices. All notice required under this Agreement shall be delivered personally or by first class mail as follows:

For GSCA:  
GOLDEN STATE CONNECT AUTHORITY  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attn: Executive Director

For Contractor:  
TILSON TECHNOLOGY MANAGEMENT  
16 Middle St.  
Portland, ME 04071

**IN WITNESS WHEREOF** GSCA and Contractor have executed this Agreement as of the day and year written below

Date: \_\_\_\_\_

**GSCA:**

Golden State Connect Authority

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**CONTRACTOR:**

Tilson Technology Management

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

Name: \_\_\_\_\_

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



EXHIBIT A  
SCOPE OF WORK

## PROJECT DESCRIPTION AND APPROACH

Tilson will work with GSCA to strategically plan for and develop a robust fiber network within the County identified in this Agreement, moving from conceptual design all the way through low-level design and engineering to create constructible network designs that are shovel-ready. Tilson will work closely with key stakeholders and partners to extend and improve broadband connectivity throughout the County identified in this Agreement. Tilson will focus on a design that not only meets the objectives of GSCA but will maximize eligibility for various funding opportunities available.

Tilson has extensive experience assisting network owners design and deploy fiber and wireless networks, as well as advising public officials on broadband policy. This experience gives Tilson the understanding of how different types of infrastructure are useful for deploying different types of service. Tilson's work has encompassed developing strategic approaches to holistically evaluate, plan for, and implement reliable networks that meet the bespoke needs of Tilson's clients. Tilson understands how goals, available data, and the scale and structure of funding can all shape the approach.

Our network designs are created with durability and scalability in mind. Tilson will assist GSCA in creating a long-term appreciating asset for GSCA, capable of serving a growing user base and meeting the needs of next generation technology, applications, and devices.

Additionally, Tilson's consultants have familiarity with all major federal funding opportunities from both sides of these unprecedented funding vessels: pursuing/securing as well as developing/administering. This experience provides insight into the inner-workings of how grant programs operate and has helped to refine process around grant-compliance related consulting and engineering.

Tilson will cooperate with and take direction from UTOPIA in the performance of all services hereunder, unless otherwise directed by GSCA.

### Technical Capabilities

Tilson possesses the in-house resources for end-to-end, full turnkey fiber network consulting, design, and engineering. Tilson self-performs all survey, design, and permitting using industry-standard technologies and is consequently intimately familiar with a variety of advanced tools to support technical support and GIS-related consulting, including:

**3-GIS** is a web-based fiber network design studio that uses industry-standard ESRI ArcGIS on its backend. Tilson uses 3GIS for all desktop engineering tasks. Tilson's engineers use the information in Tilson's geographic database as a starting point for editing the GIS data to complete engineering design deliverables. All fiber architecture, including mapping all fiber routes, determining cable size and placement, attachment points, equipment locations, slack, logical cable names and complements, fiber counts, and splice diagrams, is completed in GIS.

**QuickBase** is a low-code platform for building, customizing and connecting scalable, secure cloud applications mapped to unique business challenges. The platform includes workflow and process automation, forms, and personalized charts and reports driven by customizable business logic. Quickbase is used at Tilson for project management, schedule management, and cost and revenue analysis, allowing all users to work from the same data. Data can be transferred to external systems via API calls, an ODBC connector, or Excel/CSV exports.

**AutoCAD** is an industry-standard computer aided drafting tool. Tilson uses AutoCAD to create construction-ready drawings.

**O-Calc** is structural analysis software used to model utility pole loading. O-Calc can model all aspects of structural loading on a variety of pole types and materials. Using O-Calc, Tilson's engineers and make-ready team can provide analysis-based counters to excessive utility make ready costs.

**Biarri FOND** is software that enables Tilson's engineering team to create, customize, adjust and optimize fiber, broadband and 5G network designs. It allows complete control of network parameters and specifications to design an appropriate network architecture, and calculate designs based on project preferences.

## Project I: Conceptual Network Design

Tilson proposes its time-tested and repeatable project management process to provide conceptual designs for early and rapid evaluation of established project areas. These designs are to align with the preferred architecture and completed using a combination of customer input data and/or Tilson-sourced non-proprietary input data. These designs will be a desktop-based activity aimed at assisting in network deployment cost calculations and determining the viability of the fiber network deployment.

The conceptual design will require GSCA to determine some basic architectural rules and constraints and Tilson's consulting engineers will discuss the network requirements as part of the initial project kick-off meeting and throughout subsequent touchpoints as necessary. Tilson will then review any existing data-sets available for the project. After reviewing the geographic area for the best central office location(s), Tilson will perform GIS analyses and load in centerline data and specific address locations into the working design. The design will then be ready for selecting the network architecture and uploading appropriate shape files for the region. Tilson will then be able to generate preliminary design routes based on the requirements of the network. A high level review of the preliminary routes will be undertaken to ensure proper design to all address locations. Finally, a bill-of-materials will be produced based on the design including all cables, terminals, drops and fiber distribution cabinets.

The capital expense model that Tilson will develop, with input and oversight by GSCA and UTOPIA, as a byproduct of the conceptual design includes estimates of the labor, materials (including all cables, terminals, drops and Fiber Distribution Huts), professional services, and other cost elements needed to deploy the potential solution(s). Tilson will look to comparable networks and key operating and cost ratios to estimate costs for these solutions. Tilson will also utilize publicly available data and industry information to estimate the operating costs for the proposed solution.

The goal for this project is to gain quick and actionable intel on the proposed network and associated costs. Tilson will focus on the basic conceptual network routing and fiber allocation that will drive a

large part of the overall project and eventual build. The conceptual design and resulting bill of materials will aim to be within  $\pm 20\%$  accuracy of the final project build.

As the final work product for Phase I, Tilson shall provide a report and summary overview of conceptual network design for review by GSCA and its stakeholders and submission to GSCA's funding sources. The report shall include all components and information necessary for GSCA to submit a payment request to its funding sources.

## Project II: Refined High Level Design and Foundational Planning

Building off the conceptual design and associated deliverables, Tilson will dive deeper into the design process to refine the working design and begin assisting GSCA with making a more concrete selection of areas based on census blocks and eligible areas. This phase will involve a more thorough route review to ensure route constructability, as well as a more acute data gathering exercise around vendors, equipment, and project-related pricing. As a result, the design will start to really take shape, better informing decision-making (such as understanding the necessary permitting tasks, environmental studies, facilities engineering etc...), and forming a strong foundation for the low-level engineering and development of constructable prints for network construction and deployment.

Tilson's consultants and engineers will work closely with GSCA stakeholders to communicate project progress advising on key road-map items and adjusting the design process as necessary throughout the phase to suit the needs of GSCA and the communities it aims to serve.

By the end of this process, Tilson will have the project areas solidified and prioritized for boots-on-the-ground field survey work and low-level design engineering. Tilson aims to be  $\pm 10\%$  accuracy with an updated bill of materials which directly informs the capital expenditure estimation.

As the final work product for Project II, Tilson shall provide a report and summary overview of the refined high-level design, and all foundational planning efforts, for review by GSCA and its stakeholders and submission to GSCA's funding sources. The report shall include all components and information necessary for GSCA to submit a payment request to its funding sources.

## Project III: Low Level Design and Engineering

Tilson will develop low level route designs for project areas selected by GSCA based on network design rules and permitting models established in the refined high-level design and foundational planning stage. This development will result in 'Approved for Construction' drawings that will be used to award the construction to the approved contractors. This shall also include all required permitting, easements, and rights-of-way processing.

### **Permit and License Requirements:**

Upon request by GSCA, Tilson will assist GSCA in securing all required permits to construct networks in selected locations. These include, but are not limited to:

- Pole and conduit licensing
- Local building permits
- Local zoning variances
- Railroad crossings

- Highway crossings
- Water crossings
- Historic preservation
- Environmental

Tilson pricing for low level design and engineering, resulting in constructable network designs, is \$1.93 per linear foot. This includes:

- Field Surveying of proposed routes from approved high-level design
- Standard Route Construction Drawings and Typical
- Standard Permitting Package as described above.
- Standard Pole Applications (exclusive of Pole Loading Analysis mandates), for any aerial attachments, as directed by GSCA.

As the final work product for Project III, Tilson shall provide 'Approved for Construction' drawings that may be used to award the construction to the approved contractors, and copies of any draft or final permits, licenses, easements, applications, or similar documents prepared at GSCA's direction under this section. The foregoing shall be accompanied by a report including all components and information necessary for GSCA to submit a payment request to its funding sources.

Additional as-needed services not included in this price-per-linear foot model, such as any required specialty permits, environmental studies, facilities engineering etc., will be identified and communicated as a potential amendment to this Agreement.

EXHIBIT B

TIME AND MANNER OF PAYMENT

- Compensation:
1. Contractor shall be paid an all-inclusive flat fee of **\$25,000** for all services rendered under the scope item/work product entitled “Conceptual Network Design,” as set forth in **Exhibit A**.
  2. Contractor shall be paid an all-inclusive flat fee of **\$40,000** for all services rendered under the scope item/work product entitled “Refined High Level Design and Foundational Planning,” as set forth in **Exhibit A**.
  3. Contractor shall be paid an all-inclusive flat fee of **\$1.93 per linear foot of network** for all services rendered under the scope item/work product entitled “Low Level Design and Engineering,” as set forth in **Exhibit A**.

The flat fees set forth above are inclusive of all compensation, reimbursement, costs, or charges due to Contractor for services provided under this Agreement.

The Maximum Compensation payable under this Agreement, including any expense reimbursement, shall not exceed \$ [REDACTED], unless otherwise agreed to in a written amendment to this Agreement executed by both parties.

Contractor shall submit an invoice for the applicable flat fee amount to GSCA within thirty (30) days after each scope item/work product has been completed to the reasonable satisfaction of GSCA. Such bills shall conform to the general requirements for invoices to GSCA – including brief statement of work performed and any other information required by GSCA's funding sources – and shall be paid by GSCA under its normal invoicing procedures.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
GOLDEN STATE CONNECT AUTHORITY  
AND  
UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY  
REGARDING  
ENGINEERING MANAGEMENT SERVICES**

THIS **MEMORANDUM OF UNDERSTANDING** (“MOU”) is dated [REDACTED] and made between **GOLDEN STATE CONNECT AUTHORITY** (“GSCA”) and **UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY** (“UTOPIA”). This MOU is made in reference to the following facts:

**RECITALS:**

- (a) GSCA is a joint powers authority and public agency organized and existing under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code.
- (b) Under that certain *Golden State Connect Authority Joint Exercise of Powers Agreement*, GSCA is authorized to establish and operate programs and projects to facilitate provision and expansion of broadband internet access service in rural communities, and to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service.
- (c) UTOPIA is an interlocal entity and public agency organized and existing under Title 11, Chapter 13, Utah Code Annotated 1953.
- (d) Under that certain *First Amended and Restated Interlocal Cooperative Agreement of the Utah Telecommunication Open Infrastructure Agency*, UTOPIA is authorized to provide cable television and telecommunications services on a wholesale basis, and to construct, maintain, and operate telecommunications lines or cable television lines.
- (e) Under sections 6500 and 6502 of the California Government Code and Sections 11-13-201 and 11-13-202, Utah Code Annotated 1953, UTOPIA and UTOPIA, respectively, are each authorized to enter into agreements with out-of-state public agencies to jointly exercise any power common to both entities.
- (f) Certain counties and cities within GSCA’s boundaries are applying for grant funding from the California Public Utilities Commission’s Local Agency Technical Assistance program. If approved, this grant funding will cover the cost of preparing conceptual network design and cost estimation, refined high-level design and foundational planning, and low-level design and engineering for portions of a proposed open access broadband internet access network within GSCA's boundaries. These

counties and cities propose to enter into one or more memorandums of understanding with GSCA, in accordance with Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code, under which GSCA will undertake responsibility for performance of the grant-funded work.

- (g) GSCA has developed proposed *Agreements for Professional Services* (the "Engineering Agreements") with Tilson Technology Management (the "Design Professional") for each affected county and city, attached hereto as **Attachments A-1 through A-**, under which the Design Professional will prepare the scope items and work products to be funded under the Local Agency Technical Assistance program.
- (h) UTOPIA has the expertise and capability to provide network engineering management services to supervise the work performed by the Design Professional under the Engineering Agreements.

**THEREFORE, THE PARTIES SHALL JOINTLY EXERCISE THEIR COMMON POWER AS FOLLOWS:**

1. Recitals Incorporated. The above recitals are true and correct, and are hereby incorporated into this MOU.
2. Authority. This MOU is authorized by California Government Code sections 6500 et seq. and 26231, and by Title 11, Chapter 13 and Title 10, Chapter 18, Utah Code Annotated 1953.
3. No Separate Entity. This MOU does not create an agency or entity that is separate from the parties to the agreement.
4. Scope of Services. Upon award of funding under the Local Agency Technical Assistance program, and execution of the Engineering Agreements, UTOPIA shall provide engineering management services to assist GSCA in supervising the performance of the Design Professional under the Engineering Agreements, including all of the following:
  - Provide GSCA with a single point of responsibility for the administration of quality, cost control, and schedule objectives as set forth in the Engineering Agreements.
  - Develop project delivery strategy based on analysis of project requirements for function, quality, and cost, and schedule, operational and legal constraints.
  - Develop master schedule showing duration, responsibility and precedence for major activities; identify critical activities and develop decision tracking system to report on the status of key issues which influence the project.
  - Schedule, hold, and document project management meetings including representatives of the Design Professional and GSCA.

- Require performance by the Design Professional to support quality, cost, and schedule objectives.
- Review all plans, specifications, drawings, and other work product submitted by the Design Professional for compliance with contract scope and applicable technical and regulatory requirements. Such review shall include a check for biddability and constructability, and for conflict with plans for any other portion of the proposed network.
- Compare submitted designs to existing cost models, working with the Design Professional.
- Develop and implement a procedure for the review and processing of the Design Professional's invoices. Recommend approval and payment of the Design Professional for acceptable work effort expended. The procedure will be based upon the requirements of the GSCA's accounting systems and adapted to any requirements of the State funding agency.
- Coordinate GSCA review and acceptance of all plans, specifications, drawings, and other work product submitted by the Design Professional.
- Assist GSCA in completing any reports or other documentation necessary to obtain reimbursement under the Local Agency Technical Assistance program.
- Any other management services necessary to facilitate low-level design and final engineering of the proposed network, as set forth in the Engineering Agreements.

The foregoing services shall be performed in cooperation and coordination with GSCA management. GSCA shall retain final authority to supervise all services performed by the Design Professional, to accept or reject all plans, specifications, drawings, and other work product submitted by the Design Professional, and to approve or disapprove all invoices and request for payment.

5. Billing and Payment. GSCA shall pay UTOPIA an all-inclusive flat fee equal to three percent (3%) of the amount(s) invoiced by the Design Professional under the Engineering Agreements, not to exceed \$ [REDACTED]. This flat fee is inclusive of all compensation, reimbursement, costs, or charges due to UTOPIA for services provided under this MOU. UTOPIA shall submit monthly bills for services rendered, based on the amounts invoiced by the Design Professional during the preceding month. Such bills shall conform to the general requirements for invoices to GSCA and shall be paid by GSCA under its normal invoicing procedures. It is the parties' intent that the cost of UTOPIA's services hereunder will be eligible for reimbursement under the Local Agency Technical Assistance program, and all of UTOPIA's services and invoices shall conform to the requirements of that program.



6. Term. This Agreement shall commence upon award of funding for the proposed work under the Local Agency Technical Assistance program, and terminate upon completion of, and final payment for, all services described in this MOU, unless terminated sooner due to the conditions set forth herein.
7. Termination. Either party may terminate this agreement on 30 days' written notice. GSCA shall pay UTOPIA based upon the invoices submitted by the Design Professional as of the date of notice.
8. No Commitment to Proceed. No provision of this MOU shall be construed to obligate GSCA to accept an award of funding under the Local Agency Technical Assistance program, to execute the Engineering Agreements, or to otherwise proceed with design and engineering of the proposed network.
9. Compliance with Law. UTOPIA and GSCA shall perform all functions related to the services or activities described herein in accordance with all applicable federal, state, and local laws, ordinances, regulations, and rules, and in accordance with the terms of the aforementioned grants.
10. Independent Contractor. UTOPIA shall, during the entire term of this MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow GSCA to exercise discretion or control over the professional manner in which UTOPIA performs the services which are the subject matter of this contract. UTOPIA staff performing services under this MOU not be deemed employees of GSCA for any purpose.
11. Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties hereto pursuant to Government Code section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree, pursuant to Government Code section 895.4, as follows:
  - a. UTOPIA shall hold harmless, defend, and indemnify GSCA, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of GSCA) being damaged by the negligent acts, willful acts, or errors or omissions of UTOPIA, or any person employed by or under UTOPIA in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of GSCA.
  - b. GSCA shall hold harmless, defend, and indemnify UTOPIA, its agents, officers, and employees, against all claims, suits, actions, costs,



GSCA: GOLDEN STATE CONNECT AUTHORITY  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attn: Executive Director

**IN WITNESS WHEREOF**, UTOPIA and GSCA have executed this Memorandum of Understanding on the day and year set forth below.

**Date:** \_\_\_\_\_

**UTAH TELECOMMUNICATION OPEN  
INFRASTRUCTURE AGENCY**

**By:** \_\_\_\_\_  
**Chief Executive Officer**

**Date:** \_\_\_\_\_

**GOLDEN STATE CONNECT AUTHORITY**

**By** \_\_\_\_\_  
**Executive Director**

## Local Agency Technical Assistance Application

PART 3. BUDGET SUMMARY						
<i>Instructions:</i> Please provide the following budget summary information for your proposed grant project. Identify each reimbursable work product expected to result from the proposed contract (if outsourcing) or project proposal (if in-house staff). Add additional space if needed.						
<b>Applicant (Local Agency or Tribe):</b>	<b>County of Mono</b>					
<b>Project Name:</b>	<b>County of Mono Broadband Network Design</b>					
	<b>Year 1</b>			<b>Year 2</b>		
<b>Budget Line Item</b>	<b>Work Product</b>	<b>Work Product</b>	<b>Work Product</b>	<b>Work Product</b>	<b>Work Product</b>	
<b>Work Product Title</b> (e.g, RFP Development, Needs Assessment, Strategic Broadband Plan)	Conceptual Network Designs and Cost Estimation	Refined High-Level Design and Foundational Planning	Low-Level Design and Engineering*			
<b>Timeline</b> (weeks from project start)	Weeks 1-8	Weeks 9-20	Weeks 21 -52			
<b>Work Product Costs</b> (for consultants, subconsultants, organizations, and/or staff)	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	<b>TOTAL</b>
Network Design - Tilson	\$ 25,000.00	\$ 40,000.00	\$ 381,259.00			\$ 446,259.00
Network Design Management - UTOPIA Fiber	\$ 750.00	\$ 1,200.00	\$ 11,791.00			\$ 13,741.00
<b>Total Work Product Costs</b> (for consultants, subconsultants, organizations, and/or staff)	<b>\$ 25,750.00</b>	<b>\$ 41,200.00</b>	<b>\$ 393,050.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 460,000.00</b>
<b>Total Administrative Costs**</b> (see Note )	<b>\$ 2,060.00</b>	<b>\$ 3,296.00</b>	<b>\$ 34,644.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 40,000.00</b>
<b>TOTAL COSTS</b>	<b>\$ 27,810.00</b>	<b>\$ 44,496.00</b>	<b>\$ 427,694.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 500,000.00</b>

\*Completed at \$1.93/linear foot

\*\*Actual or not to exceed 8% of grant - 3% GSCA and 5% County

*Note:*

Administrative costs are defined as indirect overhead costs attributable to a project, per generally accepted accounting principles (GAAP), and the direct cost of complying with Commission administrative and regulatory requirements related to the grant itself. Up to 15% of administrative costs may be associated with the securing or completion of reimbursable work products, other than the cost of local agency staff hours. ( D.22-02-026, Attachment 1 at 2)



PUBLIC UTILITIES COMMISSION  
STATE OF CALIFORNIA  
505 VAN NESS AVENUE | SAN FRANCISCO, CALIFORNIA 94102  
300 CAPITOL MALL | SACRAMENTO, CALIFORNIA 95814

October 17, 2022

Robert Lawton  
[rlawton@mono.ca.gov](mailto:rlawton@mono.ca.gov)  
County of Mono Broadband Network Design

Dear Robert Lawton,

Congratulations! The California Public Utilities Commission is pleased to inform you that the County of Mono's application for Local Agency Technical Assistance grant funding for County of Mono Broadband Network Design in the amount of up to \$500,000.00 has been approved.

Pursuant to Decision (D.) 22-02-026, Staff is authorized to approve applications that meet all the criteria for Ministerial Review. Your application was received on August 31, 2022 and was posted on the CPUC's Local Agency Technical Assistance webpage. Staff reviewed your application and determined that your application is eligible for a grant and meets eligibility criteria for Ministerial Review.

The award is predicated on the County of Mono's agreement to provide technical assistance as detailed in its application. In its application, the County of Mono agreed to comply with the specified Ministerial Review criteria as well as to fulfill all requirements, guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026 including but not limited to execution and performance, payment, reporting and award acceptance requirements listed in Attachments 1 and 2 of this letter. Please sign and submit the following: 1. A [Consent Form](#) binding your organization to the terms of the grant and 2. A State of California [Government Agency Tax Payer ID Form](#) for tax reporting purposes. **You must submit these documents within 30 days of the date of this letter. If you do not, this award is void.**

Thank you for your application and please direct any questions to **Michael Ammermuller** ([Michael.Ammerrmuller@cpuc.ca.gov](mailto:Michael.Ammerrmuller@cpuc.ca.gov)). and/or refer to the Grantee Administrative Manual, available at <https://bit.ly/CPUCLATA>.

We appreciate your efforts to provide service to our fellow Californians.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Osborn".

Robert Osborn  
Director  
Communications Division

## **ATTACHMENT 1**

### **Requirements**

The grant award is predicated on the County of Mono's agreement to provide technical assistance as detailed in its application. In its application, the County of Mono agreed and attested to comply with the specified Ministerial Review criteria as well as fulfilling all requirements guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026, including but not limited to execution and performance, payment, reporting and award acceptance requirements. Key requirements of Local Agency Technical grant include, among others:

- All costs are related to the development of broadband network deployment projects to benefit unserved or underserved Californians. These projects may include, but are not limited to, the costs of joint powers authority formation, environmental studies, network design, and engineering study expenses.
- Grant may not exceed \$500,000 per local agency, per fiscal year
- A signed affidavit agreeing to comply with the terms, conditions and requirements of the grant and submits to the jurisdiction of the Commission with respect to the disbursement and administration of the grant as well as applicable state and federal rules concerning broadband services.
- Grantee must sign a Consent Form agreeing to the terms stated in the award letter as well as all Local Agency Technical Assistance Rules and Requirements, Guidelines and Application Materials in D.22-06-026.
- Grantee must complete the reimbursable work product within 24 months.
- Grantee must provide Staff a copy of the final reimbursable work product.

### **Reporting**

The grant award is contingent upon fulfilling the reporting requirements per D.22-06-026, Attachment 1.

SB 156 requires grantees to fulfill the monthly reporting requirements set forth in Public Utilities Code section 281(l)(1) if they are using a licensed contractor or subcontractor\* to undertake a contract or subcontract in excess of twenty-five thousand dollars (\$25,000). The Commission is required to post that information on its website. Specifically, SB 156 requires the following to be reported to the Commission on a monthly basis:

- The name and contractor's license number of each licensed contractor and subcontractor undertaking a contract or subcontract in excess of twenty-five thousand dollars (\$25,000) to perform work on a project funded or financed pursuant to this section.

- The location where a contractor or subcontractor described in subparagraph (A) will be performing that work.
- The anticipated dates when that work will be performed.

\*Licensed contractor or subcontractor means any contractor that holds a California state license through the contractor's state license board (<https://www.cslb.ca.gov/>).

### **Post-completion**

Upon completion of the reimbursable work product and before final payment, Grantees must:

- Provide a signed completion form stating the technical assistance work has been completed suitable to be posted on the Commission's webpage. The signed completion form must be provided prior to final payment and must include and a short summary of the reimbursable work product(s) performed under the contract, including demonstration that the reimbursable work product(s) identify broadband infrastructure deployment projects that will help achieve the CASF deployment goal, and identification of the area(s) where the applicant intends to deploy broadband based on the reimbursable work product(s).

Provide a copy of each reimbursable work product's final report(s), plans, studies, etc. produced under the contract.

### **Payment**

Payment will be made directly to the local agency as the grant recipient. Local agency grantees may request partial reimbursement if they complete one or more of the approved reimbursable work products prior to completion of other reimbursable work products approved in the same grant authorization. Payment will be based upon receipt and approval of an invoice(s) submitted by the local agency showing the expenditures incurred for the reimbursable work product, along with the reimbursable work product final report/study/joint powers agreement, etc., and the completion reporting required above. The invoice(s) must be supported by documentation including but not limited to the actual cost of labor and any other expense that will be recovered by the grant.

To the extent that any portion of an award was used to reimburse a local agency for administrative costs associated with securing or completing a reimbursable work product, the local agency must submit an itemized accounting of such costs, demonstrating the total requested for reimbursement does not exceed 15 percent of the total authorized award. If any portion of reimbursement is found to be out of compliance, grantees will be responsible for refunding any disallowed amount along with appropriate interest rates determined in accordance with applicable Commission decisions. Grantees are required to maintain records such as files, invoices, and other related documentation for five years after final payment. Grantees shall make these records and invoices available to the Commission upon

request and agree that these records are subject to a financial audit by the Commission at any time within five years after the final payment made to a grantee.

### **Execution and Performance**

The County of Mono must complete the project within the 24-month timeframe in accordance with the terms of approval granted by the Commission. If the Grantee is unable to complete project within the 24-month timeframe, it must notify the Commission or Director of Communications Division as soon as it becomes aware of this prospect. The Commission may reduce or withhold payment for failure to satisfy this requirement. In the event that the Grantee or contractor fails to complete the work in accordance with the approval granted by the Commission, and as described in its application and contract, the Grantee must reimburse some or all of the funds it has received.

The County of Mono must sign and submit the linked [Consent Form](#) agreeing to the terms of the award **within 30 calendar days from the date of this letter**. Failure to submit the Consent Form within the timeframe required, the CPUC will deem the grant or award null and void.

The County of Mono must communicate in writing to the Communications Division's Director regarding any changes to the substantive terms and conditions underlying the Commission's approval of the grant (such as changes to a reimbursable work product contract, work plan or budget) at least 30 days before the anticipated. Substantive changes may require approval by either the Communications Division Director or by Commission Resolution before becoming effective.

The Commission has the right to conduct any necessary audit, verification, and discovery for work proposed or completed under the technical assistance to ensure that funds are spent in accordance with Commission rules and with the terms of approval by the Commission.



## **Attachment 2**

# Local Agency Broadband Technical Assistance Reporting Requirements and Guidelines

Version October 2022

The Local Agency Technical Assistance program provides grants for eligible pre-construction work which facilitates the construction of broadband network projects. When the California Public Utilities Commission (CPUC) established the technical assistance grant program, the program was funded with American Rescue Plan Act monies administered by the U.S. Treasury. The source of technical assistance funding has changed. This guidance outlines grantee reporting.

The Commission issued [Decision \(D.\) 22-02-026](#) establishing program requirements for the Local Agency Technical Assistance Grant Program.

Grantees must file **quarterly** progress reports to the Commission with the below information.

### *Narrative Project Information*

- 1.1 The counties, cities and census designated places where households, businesses, and community anchor institutions are planned to be served by the broadband project.
- 1.2 Confirmation that the technical assistance is designed to support projects that, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
- 1.3 Statement of intention about the pricing plans for projects that the technical assistance will support, such as offering of affordable plan or low-income plan subsidized with other funding (ACP).
- 1.4 Information on broadband need in the project area.
- 1.5 Statement describing the community benefits of broadband technical assistance.

### *Detailed Project Information*

- 2.1 Individual work products granted by the program.
  - Dollars/hours expended per task/work product.
- 2.2 Estimated construction start date (month/year).
- 2.3 Estimated construction completion date (month/year).
- 2.4 Estimated initiation of operations date (month/year).
- 2.5 Planned project technology type(s):
  - Fiber
  - Coaxial Cable
  - Terrestrial Fixed Wireless
  - Other (specify)
- 2.6 Estimated total miles of fiber to be deployed.

2.7 Planned number of locations to be served, broken out by type:

- Residential locations
- Business connections
- Community anchor institutions

2.8 Planned non-promotional prices including associated fees, speed tiers, and data allowance for each speed tier.

2.9 Other data on broadband need, by location.

**Submission**

To assist grantees with the filing of quarterly progress reports to the Commission, a sample of the reporting requirements is found in Attachment A of this document.

Planned project information listed in Attachment A should be submitted on a quarterly basis to the Commission’s email at [StatewideBroadband@cpuc.ca.gov](mailto:StatewideBroadband@cpuc.ca.gov). Grantees need to include in the email subject line:

1. Application Name
2. Project Name
3. The Reporting Quarter/Month

Updated quarterly project submissions are required to be sent by the due dates shown below. Grantees are responsible for contacting the Commission at [StatewideBroadband@cpuc.ca.gov](mailto:StatewideBroadband@cpuc.ca.gov), if the information cannot be submitted on time.

Reporting Period	Project Information Due to CPUC
October 1 – December 31, 2022	January 2, 2023
January 1 – March 31, 2023	April 1, 2023
April 1 – June 30, 2023	July 1, 2023
July 1 – September 30, 2023	October 1, 2023
October 1 – December 31, 2023	January 2, 2024
January 1 – March 31, 2024	April 1, 2024
April 1 – June 30, 2024	July 1, 2024
July 1 – September 30, 2024	October 1, 2024
October 1 – December 31, 2024	January 2, 2025
January 1 – March 31, 2025	April 1, 2025
April 1 – June 30, 2025	July 1, 2025
July 1 – September 30, 2025	October 1, 2025
October 1 – December 31, 2025	January 2, 2026
January 1 – March 31, 2026	April 1, 2026

April 1 – June 30, 2026	July 1, 2026
July 1 – September 30, 2026	October 1, 2026
October 1 – December 31, 2026	February 1, 2027

### Additional Information

Reporting requirements and guidelines are subject to change, and CPUC or the Commission may define additional requirements on CPUC’s [website](#).

These requirements, in spreadsheet format, are available at: <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/broadband-implementation-for-california/technical-assistance-reporting-requirements-oct-2022.pdf>



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 7, 2023

**Departments: Sheriff**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Sheriff Braun

**SUBJECT** Employment Agreement - Undersheriff

**AGENDA DESCRIPTION:**

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

Proposed resolution approving a contract with Clint Dohmen as Undersheriff, and prescribing the compensation, appointment and conditions of said employment.

**RECOMMENDED ACTION:**

Announce Fiscal Impact. Adopt Resolution, approving a contract with Clint Dohmen as Undersheriff, 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 estimated cost for filling this vacancy for the remainder of the fiscal year is \$70,111, of which \$48,241 is salary, \$3,618 is POST Education pay, and \$21,870 is benefits. The annual cost of this position is \$240,386, of which \$165,399 is salary, \$12,405 is POST Education pay, and \$74,987 is benefits. The cost of this position is included in the Sheriff's FY 2022-23 adopted budget.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 17606483270 / staceytrefry@gmail.com

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">staff report</a>
<a href="#">Resolution</a>
<a href="#">Attachment to Resolution</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
2/28/2023 5:30 PM	County Counsel	Yes
2/28/2023 11:11 AM	Finance	Yes
2/28/2023 5:33 PM	County Administrative Office	Yes

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



*Ingrid Braun*      DATE:      May 7, 2023  
Sheriff-Coroner      TO:      The Honorable Board of Supervisors

FROM:      Ingrid Braun, Sheriff-Coroner

SUBJECT:      Employment Agreement with Clint Dohmen for the Position of Undersheriff

**RECOMMENDED ACTION**

Announce Fiscal Impact. Approve Resolution approving a contract with Clint Dohmen as Undersheriff, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**DISCUSSION:**

The Undersheriff position is an allocated and fully funded position in the Sheriff's Office. The Undersheriff is the second in command to the Sheriff and responsible for assisting in overseeing the overall operations of the Sheriff's Office. Clint Dohmen recently retired from the Los Angeles Police Department at the rank of Captain III. He has a bachelor's degree, 24 years of law enforcement experience, and is an expert in National Incident Management System and Incident Command System. Additionally, he is a second homeowner in Mono County and is familiar with mountain living. Clint Dohmen is more than qualified to fill this vital role in the Sheriff's Office.

Should you have any questions regarding this item, please feel free to contact me.

Respectfully submitted,

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

Ingrid Braun  
Sheriff-Coroner



**RESOLUTION NO. R23-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH CLINT DOHMEN AND  
PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF SAID EMPLOYMENT**

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

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

**PASSED AND ADOPTED** this 7<sup>th</sup> day of March, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

ATTEST: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Rhonda Duggan, Chair  
Board of Supervisors

APPROVED AS TO FORM:

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

**EMPLOYMENT AGREEMENT  
OF CLINT DOHMEN  
AS UNDERSHERIFF FOR MONO COUNTY**

This Agreement is entered into this 7<sup>th</sup> day of March, 2023, by and between Clint Dohmen and the County of Mono.

**I. RECITALS**

The County wishes to employ Clint Dohmen (“Mr. Dohmen”) as its Undersheriff on a full-time basis in accordance with the terms and conditions set forth in this Agreement. Mr. Dohmen wishes to accept such employment with the County on said terms and conditions.

**II. AGREEMENT**

1. The term of this Agreement shall be March 7, 2023, until December 31, 2028, unless earlier terminated by either party in accordance with this Agreement.
2. Commencing March 21, 2023, Mr. Dohmen shall be employed by Mono County as its Undersheriff, serving at the will and pleasure of the Mono County Sheriff (“Sheriff”) in accordance with the terms and conditions of this Agreement. Mr. Dohmen accepts such employment. The Sheriff shall be deemed the “appointing authority” for all purposes with respect to Mr. Dohmen’s employment. The Sheriff and Mr. Dohmen will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Dohmen’s work. Mr. Dohmen’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Sheriff in accordance with the County’s Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “**Management Compensation Policy**”).
3. Mr. Dohmen’s salary shall be initially set at Range 20, Step E of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R22-139 adopted on December 20, 2022, hereinafter the “**Salary Matrix**”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix, and as the same may be amended or updated from time to time and unilaterally implemented by the County. In addition, Mr. Dohmen shall receive an additional five percent (5%) of base pay for possession of an intermediate POST Certificate, or an additional seven and one-half percent (7.5%) of base pay for possession of an Advanced or Supervisory POST certificate, whichever is greater. Mr. Dohmen shall pay the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of his retirement benefits that may be mandated by the Public Employees’ Pension Reform Act of 2013 (PEPRA).



3. Mr. Dohmen shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Dohmen understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.
4. To the extent deemed appropriate by the Sheriff, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Dohmen's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
5. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Dohmen shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS medical insurance, County dental and vision coverage, and life insurance.
6. Mr. Dohmen understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Dohmen cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Dohmen's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.
7. Consistent with the "at will" nature of Mr. Dohmen's employment, at the Sheriff's sole discretion, the Sheriff may terminate Mr. Dohmen's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Dohmen understands and acknowledges that as an "at will" employee, he does not have a property interest in his employment and will not have permanent status nor will his employment be governed by the Mono County Personnel System to the extent that System is ever modified to apply expressly to at-will employees. Nevertheless, the parties understand that Mr. Dohmen has rights under the Public Safety Officers Procedural Bill of Rights Act (California Government Code section 3300) and that such rights cannot be waived by Mr. Dohmen's entry into this Agreement. The County shall ensure that Mr. Dohmen receives such rights but the parties agree that the County is not required to provide Mr. Dohmen with any form or level of administrative appeal procedures beyond those required by the Public Safety Officers Procedural Bill of Rights Act (California Government Code section 3300).

8. In the event that such a termination without cause occurs after the first twelve (12) months of his employment under this Agreement, Mr. Dohmen shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Mr. Dohmen shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. For purposes of severance pay, "salary" refers only to base compensation.
9. Notwithstanding the foregoing, Mr. Dohmen shall not be entitled to any severance pay in the event that the Sheriff has grounds to discipline him on or about the time she gives him notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 570 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Dohmen shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
10. If Mr. Dohmen is convicted of a crime involving abuse of office or position, Mr. Dohmen shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County, pursuant to Government Code section 53243.
11. Mr. Dohmen may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Dohmen shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement and any materials incorporated by reference constitute the entire agreement of the parties with respect to the employment of Mr. Dohmen and shall supersede and replace any prior employment agreement between Mr. Dohmen and the County of Mono. Consistent with Mr. Dohmen's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Dohmen may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Dohmen's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Dohmen's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Dohmen's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Mr. Dohmen acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Dohmen further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement

and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

**III. EXECUTION:**

This Agreement is hereby executed by the parties this 7<sup>th</sup> day of March, 2023.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Clint Dohmen

\_\_\_\_\_  
Rhonda Duggan, Chair Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
STACEY SIMON, County Counsel



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 7, 2023

**Departments: Emergency Management**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Chris Mokracek, Director of  
Emergency Management

**SUBJECT** Emergency Declarations - 2022/23  
Winter Storms

**AGENDA DESCRIPTION:**

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

Review of declaration of emergency related to severe winter storms issued in January of 2023, and ratification of proclamation of emergency related to additional severe storms issued on on February 28, 2023.

**RECOMMENDED ACTION:**

1. Determine that there is a need to continue local emergency declaration related to severe winter storms made by the Director of Emergency Services on January 10, 2023, (and ratified and continued by the Board of Supervisors on January 17, 2023).
2. Adopt proposed resolution ratifying and continuing proclamation of emergency related to additional severe winter storms made by the Director of Emergency Services on February 28, 2023.

**FISCAL IMPACT:**

Continuation of existing local emergency declaration and establishment of a new local emergency declaration is a prerequisite to the County being reimbursed for on-going expenditures incurred for Category A - Debris Removal and Category B - Emergency Work, under the California Disaster Assistance Act.

**CONTACT NAME:** Chris Mokracek or Stacey Simon

**PHONE/EMAIL:** 17606483270 / ssimon@mono.ca.gov, cmokracek@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="#">Proposed Resolution ratifying 2.28 Proc</a>
<input type="checkbox"/> <a href="#">February 28 Proclamation</a>
<input type="checkbox"/> <a href="#">January Declaration - Ratification</a>

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/2/2023 2:22 PM	County Counsel	Yes
3/1/2023 10:28 AM	Finance	Yes
3/2/2023 2:27 PM	County Administrative Office	Yes



MONO COUNTY  
OFFICE OF EMERGENCY MANAGEMENT



To: Board of Supervisors

From: Chris Mokracek, Director of Emergency Management

Date: March 7, 2023

Re: Review and continuation of Emergency Declaration – January storms  
Ratification of new Emergency Proclamation – February storms

A local emergency exists under the California Emergency Services Act (CESA) when conditions exist of disaster or extreme peril to the safety of persons and property, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the local government and require the combined forces of other entities to combat.

In early January 2023, and again in recent days, Mono County experienced several large storms which brought blizzard conditions, dropping several feet of snow throughout the County. The most recent series of extreme winter storms began near the end of February and are expected to continue through at least the middle of March, 2023.

These storms were powerful and quickly overwhelmed the resources of governmental entities within Mono County, combining with existing conditions resulting from the January storms. These new storms resulted in multi-day road closures of the state highways in Mono County, preventing the delivery of groceries, propane, medications, and other goods. Many travelers were stranded and required assistance from the Mono County Sheriff's Office, and other local agencies. There is also potential damage to structures and infrastructure, of which the full impact may not be realized for months as snowmelt reveals damage. These conditions are beyond the control of the services, personnel, equipment, and facilities of Mono County.

Based on the impacts of the storms, the need for additional resources, and the potential for additional damage, Director of Emergency Services, Sheriff Ingrid Braun, and Deputy Director of Emergency Services, Chris Mokracek, issued a second Emergency Services Proclamation on February 27, 2023.

The Emergency Services Proclamation will expire seven days from the date of issuance, unless confirmed and ratified by the Board of Supervisors. The attached Resolution not only ratifies the February 27, 2023, Proclamation, but also declares a continued local emergency resulting from the February storms.

In addition, there is a need to review the emergency declaration declared in January of 2023, for the January storms, and ratified and continued by Board Resolution adopted on January 17, 2023. This item would accomplish that review so that the January Declaration will remain in effect.

Attachments:

January 17, 2023, Board Ratification of January Declaration of Emergency

February 27, 2023, Proclamation of Local Emergency

Proposed Resolution ratifying and continuing February Proclamation of Emergency



R23-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
RATIFYING PROCLAMATION OF LOCAL EMERGENCY AND DECLARING A  
CONTINUED STATE OF LOCAL EMERGENCY DUE TO SEVERE WINTER  
SNOWSTORMS WHICH COMMENCED ON FEBRUARY 27, 2023**

**WHEREAS**, the Mono County Sheriff/Director of Emergency Services did on February 28, 2023, issue a proclamation declaring a state of local emergency in the County of Mono as a result of a severe winter snowstorms commencing on February 27, 2023, which prevented emergency access, closed roads, stranded travelers, and exceeded the ability of Mono County road and safety crews to respond; and

**WHEREAS**, heavy snow and multiple avalanches have resulted in some communities within Mono County being entirely cut off from supplies and services within California, with the only available access to items such as food, medication and fuel being in Nevada; and

**WHEREAS**, it is imperative that resources and coordination occur between the State of California and the State of Nevada, including coordination regarding road plowing and maintenance to enable access to services and the waiver of regulations that currently prohibit the delivery of propane fuel from Nevada into California; and

**WHEREAS**, the situation resulting from these conditions, forecast future storms, and the remaining effects of past storms has resulted in conditions of disaster and extreme peril to the safety of persons and property within the County which are beyond the response capabilities of the services, personnel, equipment and facilities of the County of Mono;

**NOW, THEREFORE**, the Board of Supervisors of the County of Mono hereby **FINDS** and **RESOLVES** that the emergency conditions described herein and in the staff report accompanying this resolution require additional resources, services, personnel, equipment, and other assistance, including the combined forces of the mutual aid region, to mitigate. These resources are necessary to address immediate threats and to assist in recovery efforts.

**BE IT FURTHER RESOLVED THAT** the Board of Supervisors ratifies the February 28, 2023, proclamation of local emergency made by the Sheriff/Director of Emergency Services and declares a continued state of local emergency in the County resulting from the severe winter storms and conditions described therein.

**AND BE IT FURTHER RESOLVED AND REQUESTED THAT:**

1. The Governor of the State of California request that the President of the United States of America make a Presidential Declaration of Emergency in and for Mono



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County and to make all funds available to Mono County and all eligible community members and businesses, including but not limited to, aid provided by the Small Business Administration;

- 2. Mono County be considered for a U.S. Small Business Administration Disaster Declaration for Individual Assistance and funding through the California Disaster Assistance Act and any and all recovery assistance the State of California or the Federal government can provide; and,
- 3. A provisional allowance be made for the inter-state highway transportation of fuel, propane, and other essential supplies needed to prevent additional life risk and property damage from extreme cold weather.

**PASSED, APPROVED and ADOPTED** this 7<sup>th</sup> day of March, 2023, by the following vote, to wit:

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

\_\_\_\_\_  
 Rhonda Duggan, Chair  
 Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
 Clerk of the Board

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



**MONO COUNTY DIRECTOR OF EMERGENCY MANAGEMENT  
PROCLAMATION OF LOCAL EMERGENCY DUE TO SEVERE WINTER STORMS  
COMMENCING FEBRUARY 27, 2023**

**WHEREAS**, Chapter 2.60 of the Mono County Code empowers the Mono County Director of Emergency Management or Deputy Director to proclaim the existence of a local emergency in accordance with Government Code section 8630 when there exist conditions of disaster or of extreme peril to the safety of persons and property within the County which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County and require the combined assistance of other political subdivisions; and the Board of Supervisors is not in session; and

**WHEREAS**, Mono County Code section 2.60.090 designates the Mono County Sheriff-Coroner as the Director of Emergency Services for the County and the Sheriff-Coroner has designated the Director of Mono County Emergency Management as Deputy Director of Emergency Services; and


**WHEREAS**, the Director of Emergency Management of the County of Mono does hereby find:

1. that conditions of disaster and/or extreme peril to the safety of persons and property have arisen within said County, caused by a series of extreme winter snowstorms, which began on February 27, 2023, bringing substantial snowfall, avalanches, and damaging winds. The series of storms caused power outages and multi-day road closures, which preclude the delivery of propane, groceries, and other goods to Mono County; and
2. that these conditions are beyond the control of the services, personnel, equipment, and facilities of said County, and;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that a local emergency now exists throughout said County, and

**WHEREAS**, the Director of Emergency Services of the County of Mono finds that these emergency conditions will require additional resources, services, personnel, equipment and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts.

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances, and resolutions of this County, and; that this emergency proclamation shall expire in seven days after issuance, on February 5, 2023, unless confirmed and ratified by the board of supervisors of the County of Mono.

Signature:  Dated: Feb 28, 2023	By: Ingrid Braun/Chris Mokracek Mono County Sheriff-Coroner and Director of Emergency Management/Deputy Director of Emergency Services
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# 022723 Emergency Proclamation winter storms

Final Audit Report

2023-03-01

Created:	2023-03-01
By:	Chris Mokracek (cmokracek@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAL38O55jQqOSc4T8sgJHDr0SQdQFp1LUH

## "022723 Emergency Proclamation winter storms" History

-  Document created by Chris Mokracek (cmokracek@mono.ca.gov)  
2023-03-01 - 2:49:09 AM GMT- IP address: 162.252.90.163
-  Document emailed to Ingrid Braun (ibraun@monosheriff.org) for signature  
2023-03-01 - 2:51:43 AM GMT
-  Document emailed to Chris Mokracek (cmokracek@mono.ca.gov) for signature  
2023-03-01 - 2:51:43 AM GMT
-  Document e-signed by Chris Mokracek (cmokracek@mono.ca.gov)  
Signature Date: 2023-03-01 - 2:51:57 AM GMT - Time Source: server- IP address: 162.252.90.163
-  Email viewed by Ingrid Braun (ibraun@monosheriff.org)  
2023-03-01 - 2:58:31 AM GMT- IP address: 104.28.111.146
-  Document e-signed by Ingrid Braun (ibraun@monosheriff.org)  
Signature Date: 2023-03-01 - 2:59:14 AM GMT - Time Source: server- IP address: 47.151.239.244
-  Agreement completed.  
2023-03-01 - 2:59:14 AM GMT





R23-003

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
RATIFYING PROCLAMATION OF LOCAL EMERGENCY AND DECLARING A  
CONTINUED STATE OF LOCAL EMERGENCY DUE TO SEVERE WINTER  
SNOWSTORMS WHICH COMMENCED ON JANUARY 9, 2023**

**WHEREAS**, the Mono County Sheriff/Director of Emergency Services did, on January 10, 2023, issue a proclamation declaring a state of local emergency in the County of Mono as a result of a severe winter snowstorms commencing on January 9, 2023, which prevented emergency access, closed roads, stranded travelers, and exceeded the ability of Mono County road and safety crews to respond; and

**WHEREAS**, the storm resulted in conditions of disaster and extreme peril to the safety of persons and property within the County which were, and continue to be, beyond the response capabilities of the services, personnel, equipment and facilities of the County of Mono; and

**WHEREAS**, the situation resulting from said conditions, and forecast future storms, remains beyond the control of the normal protective services, personnel, equipment and facilities within the County of Mono; and

**NOW, THEREFORE**, the Board of Supervisors of the County of Mono hereby finds and resolves that the emergency conditions described herein will require additional resources, services, personnel, equipment, and other assistance, including the combined forces of the mutual aid region, to mitigate. These resources are necessary to address immediate threats and to assist in recovery efforts and the Board hereby ratifies the January 10, 2023, proclamation of local emergency made by the Sheriff/Director of Emergency Services and declares a continued state of local emergency in the County.

**BE IT FURTHER RESOLVED THAT** Mono County requests to be added to the list of named counties impacted by severe winter storms during this time period in the Governor's Emergency Proclamation, dated January 4, 2023. Mono County additionally requests consideration for a U.S. Small Business Administration Disaster Declaration for Individual Assistance and funding through the California Disaster Assistance Act and any and all recovery assistance the State of California can provide

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**PASSED, APPROVED and ADOPTED** this 17<sup>th</sup> day of January 2023, by the following vote, to wit:

**AYES:** Supervisors Duggan, Gardner, Kreitz, Peters, and Salcido.

**NOES:** None.

**ABSENT:** None.

**ABSTAIN:** None.

  
Rhonda Duggan (Jan 18, 2023 09:59 PST)


\_\_\_\_\_  
RHONDA DUGGAN, Chair  
Mono County Board of Supervisors

ATTEST:



\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

  
Stacey Simon (Jan 18, 2023 09:31 PST)

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 7, 2023

**Departments: County Administration**

**TIME REQUIRED** 30 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Mary Booher, Acting County  
Administrative Officer

**SUBJECT** Requests for Federal Resources

**AGENDA DESCRIPTION:**

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

Presentation by Mary Booher and Kristi More, The Ferguson Group, regarding Mono County requests to the Federal delegation for resources.

**RECOMMENDED ACTION:**

Approve final projects for submittal for the Federal budget process. Provide any desired direction to staff.

**FISCAL IMPACT:**

Potential of additional revenue to apply towards Mono County priority projects.

**CONTACT NAME:** Mary Booher

**PHONE/EMAIL:** 760-932-5414 / mbooher@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Staff Report</a></p>
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**History**

Time	Who	Approval
3/2/2023 2:23 PM	County Counsel	Yes
3/2/2023 2:07 PM	Finance	Yes
3/2/2023 2:27 PM	County Administrative Office	Yes



**INTERIM ASSISTANT COUNTY  
ADMINISTRATIVE OFFICER  
COUNTY OF MONO**  
Mary Booher

February 28, 2023

**BOARD OF SUPERVISORS**

CHAIR

Rhonda Duggan / District 2

VICE CHAIR

John Peters / District 4

Bob Gardner / District 3

Lynda Salcido / District 5

Jennifer Kreitz / District 1

Administrator

To: Mono County Board of Supervisors

From: Mary Booher, Interim Assistant County

**COUNTY DEPARTMENTS**

**ASSESSOR**

Hon. Barry Beck

**DISTRICT ATTORNEY**

Hon. David Anderson

**SHERIFF / CORONER**

Hon. Ingrid Braun

**ANIMAL SERVICES**

Chris Mokracek (Interim)

**BEHAVIORAL HEALTH**

Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Scheereen Dedman

**COUNTY COUNSEL**

Stacey Simon, Esq.

**ECONOMIC DEVELOPMENT**

Jeff Simpson

**EMERGENCY MEDICAL**

**SERVICES**

Bryan Bullock

**FINANCE**

Janet Dutcher

CPA, CGFM, MPA

**INFORMATION**

**TECHNOLOGY**

Milan Salva (Interim)

**PROBATION**

Karin Humiston

**PUBLIC HEALTH**

Kathy Peterson (Interim)

**PUBLIC WORKS**

Paul Roten

**SOCIAL SERVICES**

Kathy Peterson

Re: Federal Requests for resources

Annually, as the Federal budget is being developed, our Federal representatives reach out and ask for Mono County's priorities for Congressional Directed Spending (CDS), also known as earmark funding through the Federal budget process. In the fall of 2022, The Ferguson Group (TFG) met with Board members and staff and developed a list of projects. Since that time, Administration staff has ranked the projects based on priority, and TFG has ranked them based on the likelihood of being funded, or "fundability," based on guidance provided the Senate Appropriations Committee and the House.

It is through this process in 2022 that Mono County was awarded \$3M for the countywide radio project that is currently being implemented.

Based on this process, staff is providing the list of the 3 projects that rank both high in priority and high in fundability. TFG recommends that the Board approval submittal of no more than 3 projects, but did remind staff that we were successful last year with only submitting one.

Senator Padilla has asked for responses by March 3, 2023. TFG has been in contact with his staff, and will submit placeholders for all 6 projects before that deadline, and we will provide updated information based on Board action on March 7, 2023. Senator Feinstein and Representative Kiley have set a deadline of March 13.

These requests, if sponsored by on behalf of Mono County, would become part of the omnibus appropriations bill, which would be approved sometime in the fall of 2023. We would expect to receive funding in the spring or summer of 2024.

Discussion of proposed projects:

Staff is proposing 3 projects, covering emergency response and infrastructure. There were other projects that were considered high priority and high fundability but were not developed enough to be considered this year. Staff will work on developing these project for future requests.

These projects were selected based on the County's priorities and TFG's analysis of fundability. In developing the guidelines for the CDS program, the legislative staff focuses on the types of projects that are not funded through the Federal departmental appropriations. Because of this, the County's high priority for housing was matched with a low fundability score, resulting in no housing project being on this short list. We have, however included an infrastructure project that would support the development of additional housing by the Forest Service in Bridgeport.

There were many worthy projects submitted, and staff will continue to work to identify appropriate funding sources.

**Infrastructure**-Water pipeline north of Bridgeport to Forest Service compound-\$500,000

This project would extend the Water system operated by the Bridgeport Public Utility District (BPUD) from the current terminus (Where) to the Forest Service housing compound at the north end of the valley. Approval is needed now, so that the environmental and design work can be completed in time for the construction to occur when CalTrans resurfaces this stretch of highway in 2024/25. Funding requested is project contingency, as the Forest Service has \$5M for this project.

**Emergency Response**-Replace housing unit at Medic 7-\$400,000

When the County established Medic 7 in Bridgeport, a trailer that had been used by Mono General Hospital staff since the 1960's was refurbished to provide a home for the Medic 7 crew. The trailer has continued to need large investments in maintenance, and there are now significant safety concerns, despite these efforts and investments. Staff believe that it is more cost effective to replace the trailer than to continue to fund a failing structure.

**Emergency Response**-Replace 1 ambulance-\$280,000:

Mono County Emergency Medical Services has 4 primary units, with a goal of 2 backup units, which are used for special events or when the primary units are out of service for maintenance. Currently, one of the backup units has over 212,000 miles and the other must be replaced due to emergency response vehicle safety standards. Use of CDS funds for this purchase will allow the



Motor Pool rates to be adjusted and the fund accumulate enough money to re-establish the ambulance replacement policy.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     March 7, 2023

**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): Mary Booher, Stacey Simon, Janet Dutcher, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE), Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), and Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

Time	Who	Approval
2/28/2023 4:39 PM	County Counsel	Yes
2/21/2023 2:48 PM	Finance	Yes
2/28/2023 4:54 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 7, 2023

**TIME REQUIRED**

**SUBJECT**            Closed Session - Public Employee  
                                 Evaluation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

Time	Who	Approval
2/28/2023 5:28 PM	County Counsel	Yes
2/21/2023 2:48 PM	Finance	Yes
2/28/2023 5:31 PM	County Administrative Office	Yes