

### 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 November 8, 2022

#### **TELECONFERENCE INFORMATION**

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

Teleconference locations will be available to the public:

1. First and Second Meetings of Each Month in the Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;

2. Third Meeting of Each Month in the 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/or 86843307590 visit https://www.zoom.us/, click on "Join A Meeting" and enter the Zoom Webinar ID 868 4330 7590. 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 868 4330 7590. 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: *http://monocounty.granicus.com/MediaPlayer.php?publish\_id=e42e610c-7f06-4b97-b1d6-739b1ff28cf8* 

**NOTE:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5530 or bos@mono.ca.gov. Notification 48

hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

#### 2. RECOGNITIONS

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

Departments: CAO 5 minutes

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

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

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. 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.

**Recommended Action:** (1) Provide direction to staff regarding modifications to current snow removal priorities. (2) Consider and potentially adopt Resolution No. R22-\_\_\_\_, "A Resolution of the Mono County Board of Supervisors Re-Establishing Snow Removal Policies, Procedures, and Priorities for County-Maintained Roads." (3) Provide any desired direction to staff.

#### Fiscal Impact: None.

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.

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

Fiscal Impact: None.

#### 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.

#### **Recommended Action:**

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

Special District	Name	Term End Date

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	Frank R Bauer II	11/30/2026	
District	Harold McDonald	11/30/2026	
Hilton Creek Community Services	Isabel S. Connolly	11/30/2026	
District	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	
	Elizabeth "Betty" Hylton	11/30/2026	
Mammoth Lakes Fire Protection	Bret Bihler	11/30/2026	
District	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	Carol Ann Mitchell	11/30/2026	
District Director A	Andy Puhvel	11/30/2026	
Wheeler Crest Community Services	Brian Cashore	11/30/2026	
District	Charles Tucker	11/30/2026	
Wheeler Crest Fire Protection	Robert (Bob) Draney 11/30/2026		
District	Brent Miller	11/30/2026	
White Mountain Fire Protection	Geraldine Cady 11/30/2026		
District	Bruce Vidal	11/30/2026	

Fiscal Impact: None.

### 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 items seeks to reappoint current board members to these expiring seats for new terms expiring on 11/30/2026.

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

Fiscal Impact: None.

#### E. Proposed Wastewater Sampling Project

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.

**Recommended Action:** Approve 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.

Fiscal Impact: None.

# 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.

Recommended Action: Adopt proposed ordinance.

**Fiscal Impact:** A ten percent (10%) increase over current salary is proposed for the Department Head (Social Services Director) who assumes Public Administrator/Public Guardian/Public Conservator functions, effective February 15, 2023. Details regarding that cost will accompany a future agenda item to amend the Social Services Director job description, the current Social Services Director's employment agreement and the County's salary matrix.

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.

**Recommended Action:** Adopt proposed resolution authorizing Mono County to 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.

**Fiscal Impact:** No immediate fiscal impact is associated with this item, however, the annual award to Mono County is \$60,101 with no required local match.

#### 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.

**Recommended Action:** Approve, and authorize CAO to sign, a contract with The Ferguson Group, LLC (TFG).

**Fiscal Impact:** The total amount of the contract is not-to-exceed \$101,000. This is included in the FY 2022-23 Adopted Budget.

#### 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.

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

**Fiscal Impact:** No initial contributions are required. Future contributions for ongoing maintenance and implementation of the program may be imposed on member agencies after the program is developed.

#### 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.

**Recommended Action:** Approve County entry into addendum to November 14, 2014, MOU with Blue Cross Partnership Plan, Inc. and authorize Behavioral Health Director to execute said addendum on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: None.

# 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.

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

Fiscal Impact: None.

#### L. Electric Vehicle Charging Station Permit Expediting Ordinance Departments: Community Development Department

Proposed ordinance of Electric Vehicle Charging Station Permit Expediting Ordinance.

Recommended Action: Adopt proposed ordinance.

Fiscal Impact: None.

#### M. Monthly Treasury Transaction Report Departments: Finance

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

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

#### Fiscal Impact: None.

N. Quarterly Investment Report Departments: Finance Investment Report for the Quarter ending 9/30/2022.

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

Fiscal Impact: None.

#### 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 10 minutes

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

Recommended Action: None, informational only.

Fiscal Impact: None.

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

Departments: Board of Supervisors 20 minutes

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

Recommended Action: Informational only.

Fiscal Impact: None.

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

Departments: CAO 2 hours

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

Recommended Action: Informational only.

Fiscal Impact: None.

D. Adult Detention Facility Update – Local Match Financing Requirements and Schedule of Activities Departments: Public Works, Finance 20 minutes

(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.

**Recommended Action:** Receive update and provide direction, as desired. Adopt proposed resolution R22-\_\_\_\_, updating the county cash commitment to the new Bridgeport jail construction project. Approve 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).

**Fiscal Impact:** This item, if approved, will reduce General Fund carryover balance by almost \$2.5 million and increase the budget for the jail project by \$2.8 million, from \$30.9 million to \$33.7 million, which includes setting aside a contingency allowance of \$800,000.

#### E. Mono County Social Media Policy

Departments: CAO

15 minutes

(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.

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

#### Fiscal Impact: None.

#### F. Hydrologic Monitoring at Casa Diablo

Departments: Community Development Department 20 minutes

(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.

**Recommended Action:** Authorize 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.

**Fiscal Impact:** The costs of staff time to administer the contracts and request for proposals, which is reimbursed by Ormat.

#### 8. CLOSED SESSION

#### A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, 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 2 hours

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

**Recommended Action:** Board will articulate Housing Policy for Mono County. Provide any desired direction to staff.

#### 10. BOARD MEMBER REPORTS

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

#### ADJOURN



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

### REGULAR AGENDA REQUEST

💻 Print

**MEETING DATE** November 8, 2022

#### **Departments: CAO**

TIME REQUIRED 5 minutes

SUBJECT

Proclamation Designating the Month of November 2022 as Native American Heritage Month

PERSONS **APPEARING BEFORE THE** BOARD

Robert C. Lawton, CAO

#### AGENDA DESCRIPTION:

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

Recognition of November as Native American Heritage Month.

#### **RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

#### **FISCAL IMPACT:**

None.

#### CONTACT NAME: Robert C. Lawton

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

#### SEND COPIES TO:

**Cheyenne Stone** 

#### **MINUTE ORDER REQUESTED:**

🗆 YES 🔽 NO

#### ATTACHMENTS:

Click to download

D Proclamation

History

Time 11/3/2022 8:28 PM 11/3/2022 8:56 AM Who County Counsel Finance

Approval Yes Yes

County Administrative Office



### MONO COUNTY BOARD OF SUPERVISORS PROCLAMATION RECOGNIZING NOVEMBER AS NATIVE AMERICAN HERITAGE MONTH

*WHEREAS*, California is home to one of the largest and most diverse populations of Native American People in the United States; and

*WHEREAS*, for thousands of years, what is now Mono County has been the homeland of the Nüümü (Paiute), Newe (Shoshone), Waší·šiw (Washoe) People; and

*WHEREAS*, presently the County acknowledges the tribal governments of the Bridgeport Indian Colony, Mono Lake Kutzadika'a, and Utu Utu Gwaitu Paiute Tribe; and

*WHEREAS*, the County of Mono is honored to celebrate and proclaim November as Native American Heritage Month; and

*WHEREAS*, the County honors the storied legacy of Native American people in our community by celebrating the rich cultures, histories, sacred heritage, and important contributions of our nation's First People; and

*WHEREAS*, the month serves as an opportune time to educate the public about tribes and to increase general awareness about the unique challenges Native American People have faced both historically and in the present; and

*WHEREAS*, the County seeks to take tangible actions to show and sustain respect for the tribes in the County by meeting with Tribal Councils to build strong, healthy relationships with continuous opportunities; and

*WHEREAS*, the County seeks collaboration with the tribes to adopt a consensus for a land acknowledgment for the Board of Supervisors Agenda; and

*NOW, THEREFORE, BE IT PROCLAIMED,* the Mono County Board of Supervisors hereby declares November as Native American Heritage Month and, by doing so, pays tribute and respect to the rich culture and diversity, land stewardship, and inhabitants of our Native American People who reside in the County of Mono.

**APPROVED AND ADOPTED** this 8<sup>th</sup> day of November 2022, by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1

**Rhonda Duggan, Supervisor District #2** 

**Bob Gardner, Supervisor District #3** 



#### John Peters, Supervisor District #4

Stacy Corless, Supervisor District #5



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

### **REGULAR AGENDA REQUEST**

💻 Print

MEETING DATE November 8, 2022

**Departments: Public Works - Roads** 

TIME REQUIRED

**SUBJECT** 2022 Snow Removal Priorities

PERSONS APPEARING BEFORE THE BOARD

#### **AGENDA DESCRIPTION:**

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

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.

#### **RECOMMENDED ACTION:**

(1) Provide direction to staff regarding modifications to current snow removal priorities. (2) Consider and potentially adopt Resolution No. R22-\_\_\_\_, "A Resolution of the Mono County Board of Supervisors Re-Establishing Snow Removal Policies, Procedures, and Priorities for County-Maintained Roads." (3) Provide any desired direction to staff.

#### **FISCAL IMPACT:**

None.

CONTACT NAME: Kevin Julian

PHONE/EMAIL: 760-932-5449 / kjulian@mono.ca.gov

#### SEND COPIES TO:

#### MINUTE ORDER REQUESTED:

🗆 YES 🔽 NO

#### **ATTACHMENTS:**

Click to download	
<u>Staff Report</u>	
<u>Resolution</u>	
Exhibit A - Policy	
D <u>Exhibit B - Map</u>	

History

Time	Who	Approval
10/25/2022 4:27 PM	County Counsel	Yes
11/2/2022 1:47 PM	Finance	Yes
	County Administrative Office	



## MONO COUNTY DEPARTMENT OF PUBLIC WORKS

Post Office Box 457 • 74 North School Street • Bridgeport, California 93517 760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

- Date: November 08, 2022
- To: Honorable Chair and Members of the Board of Supervisors
- From: Kevin Julian, Road Operation Superintendent
- Re: Review of Snow Removal Priorities

#### **Recommended Action:**

- 1. Provide direction to staff regarding modifications to current snow removal priorities.
- 2. Consider and potentially adopt Resolution No. R22-\_\_\_\_, "A Resolution of the Mono County Board of Supervisors Re-Establishing Snow Removal Policies, Procedures, and Priorities for County-Maintained Roads."
- 3. Provide any desired direction to staff.

#### Fiscal Impact:

None.

#### Discussion:

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

Upon annual review of the priorities and map, the Board has the opportunity to add or delete streets, change priorities or procedures, or make other changes as necessary.

Public Works has confirmed with the Eastern Sierra Unified School District that their bus routes remain the same and will not require changes in snow removal priorities for this season.

The draft Board Resolution with Exhibits are included with this item. Also included is a quickreference spreadsheet listing the roads and their respective priority, by road district. Full-size copies of the map and individual Road Area maps are available through public works.

#### Specific Administrative changes

An administrative correction to the snow removal map now accurately depicts .15 miles of Larkspur Drive (road 2315) as County vs. Zone of Benefits as it was previously listed.

Specific Operational Changes

None

If you have any questions regarding this item, please contact me at 760.932.5449. I may also be contacted by email at kjulian@mono.ca.gov.

Respectfully submitted,

Kevin Julian Road Operations Superintendent

Attachment: Attachment 1 – Draft Resolution Exhibit A – Snow Removal Policies Exhibit B – Snow Removal Priority Map



#### **RESOLUTION NO. R22-**

### A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS RE-ESTABLISHING SNOW REMOVAL POLICIES, PROCEDURES, AND PRIORITIES FOR COUNTY-MAINTAINED ROADS

**WHEREAS,** the Mono County Board of Supervisors recognizes and confirms that snow removal activities are a critical and essential element of the County Road System; and,

**WHEREAS,** the Mono County Department of Public Works has been delegated the responsibility of administering a safe and expeditious snow removal program for County-maintained roads; and,

**WHEREAS,** to effectuate such a program, the Board of Supervisors and the Department of Public Works find it necessary to develop snow removal policies, procedures, and priorities; and,

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors hereby approves and adopts the "Mono County Snow Removal Policies, Procedures, and Priorities" for 2022 as specified in the attached Exhibit A and the "Snow Removal Priority Map," attached hereto as Exhibit B.

**BE IT FURTHER RESOLVED** that the Board of Supervisors shall, at a minimum, review said program and map annually and make such modifications as they may deem appropriate.

**APPROVED AND ADOPTED** this \_\_\_\_ day of November 2022, by the following vote of the Board of Supervisors, County of Mono:

AYES : NOES : ABSENT : ABSTAIN :

> Chair Mono County Board of Supervisors

1	ATTEST:	Approved as to Form:
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3	Clerk of the Board	County Counsel
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### **EXHIBIT A**

#### MONO COUNTY SNOW REMOVAL POLICIES, PROCEDURES, AND PRIORITIES

It is the desire and intention of Mono County to provide snow removal services on paved and gravel roads within the county and to provide access to year-round residences and businesses for emergency vehicles and the public. The amount of safety and convenience to motorists in the winter varies with a number of factors such as weather conditions, the amount of snowfall, and the availability of equipment and manpower. In recognition of the County's limited resources, residents may find that at times of heavy snowfall, wind drift, or avalanche, some roads may be impassable. For the purposes of this document, the County's maintained roads have been separated into five classifications reflecting their priority status for receiving snow removal resources and effort, based on amount of traffic, type of traffic, remoteness of location, elevation, and avalanche conditions. It is not the intention of this policy to create or impose any new mandatory duties upon the County or its staff.

It is within the authority of each Road District Supervisor to maintain the roads in their districts in a reasonably safe condition according to the County's standards. As such, hazardous conditions and public complaints will normally be addressed at this level. Where situations cannot be resolved at this level or assistance is needed, the next step would be to contact the Road Operations Superintendent, followed by the Public Works Director.

#### **SNOW REMOVAL PRIORITIES**

The following section describes the County's adopted classification system for snow removal priorities on County-maintained roads. For snow removal class designations for individual County-maintained roads, refer to the most recent "Mono County Maintained Mileage" table and/or "Snow Removal Priority Map," both of which are on file at the Department of Public Works.

#### <u>Class I</u>

Class I roads are paved roads that are school bus routes and major collectors, which provide the main access for communities to the State Highway System, and County roads that serve as access to fire stations, paramedics, and the Mono County Sheriff's office. These roads will generally receive snow removal resources first and more frequently than subordinate road classifications, and it is the Department of Public Works' goal to keep them open continuously. While roads in this classification may close temporarily for public safety reasons, they will typically be the first to be re-opened. Safety devices, such as cinders and reflective tape on snow poles, may be used more extensively on these roads than for other road classifications.

#### <u>Class II</u>

Class II roads are primarily paved minor collector roads, which service communities and government offices, but carry less traffic than Class I roads and are not part of school bus routes. These are the second priority to receive snow removal resources. Snow removal efforts and application of cinders are similar to that of Class I roads, but with less frequency of resources and safety devices.

#### <u>Class III</u>

Class III roads are residential streets, cul-de-sacs, and other paved and gravel community roads. As the third priority designation, these roads generally receive snow removal as soon as all of the Class I and Class II roads have been opened and cleared. Cinders are typically used only in hazardous situations or locations, as determined by the Road District Supervisor, such as on steep grades and at intersections. Snow accumulations of less than three inches may not be plowed except during normal working hours.

#### <u>Class IV</u>

Class IV roads are other paved and gravel roads that are forest roads, remote roads serving single residences, or high mountain roads with severe snow accumulations and avalanche potential. These roads generally receive snow removal only after all of the above classes of roads are plowed and cleared, typically after the storms have passed. Snow will be removed during daylight hours only (if at all), and overtime hours are typically not authorized. These roads are subject to temporary closure or seasonal closure at the discretion of the Road Operations Superintendent or the Public Works Director, which may be the result of a series of heavy storms or presence of an avalanche hazard. Snow accumulations of six inches or less may not be plowed except during normal working hours. Cinders may be used only in hazardous situations or locations at the Road District Supervisor's discretion.

#### <u>Class V</u>

Class V roads are primarily other forest roads that are closed during the winter months. These roads receive no snow removal resources or are only opened in the spring after a substantial amount of snowpack has melted.

#### SNOW REMOVAL PROCEDURES

The following section describes procedures and practices for snow removal operations on County-maintained roads.

#### <u>Plowing</u>

Plowing usually begins when it appears that snowfall amounts are accumulating to the extent that use of the roads is being adversely affected and dangerous conditions may exist. A small amount of snow, such as 1-2 inches, may not warrant plowing other than during normal work hours. Road District Supervisors may monitor the amount of snowfall accumulations on roads within their jurisdictions. Snow depths of three inches or more may trigger the initiation of snow removal activities. Where existing or anticipated snowfall or high winds begin prior to 7:30 am, snow removal operations may start at or prior to 4:30 am. Starting at 4:30 am may also be required where clean-up operations have not yet been completed from a prior storm. Should questions occur, the Road District Supervisors will coordinate their snow removal operations Superintendent.

When conditions require continuous plowing to keep roads open, Road District Supervisors, along with the Road Operations Superintendent, will dictate the duration of extended shift to ensure the safety of the snow removal crews and the general public. To reduce stress and

fatigue during these types of extended work shifts, a 30-minute dinner break may be implemented along with normal lunch and coffee breaks.

At the direction of the Road Operations Superintendent or the Public Works Director, deployment of personnel to districts other than their permanent work station may be necessary to provide assistance with snow removal operations where it is most needed (as determined by the County at its discretion), during extreme conditions, or when a shortage of personnel exists. Travel to and from an area other than the operator's normal reporting district is considered hours worked, and a County vehicle will be supplied. In some circumstances, a motel room and meals may be furnished.

#### <u>Cinders</u>

The purpose for placing cinders on County-maintained roads is to provide a possible additional measure of safety during very icy and/or slippery conditions, as opposed to providing convenience for motorists. Motorists should not be encouraged to rely on cinders on all roads, especially when conditions warrant the use of tire chains and/or snow tires.

The following are some examples of situations or locations where cinders should be used, which are done at the County's discretion:

- Steep hills, curves, or intersections with hard-packed snow or ice when cars can negotiate other areas without chains.
- Roads that are bare for the most part but have patches of snow or ice that may not be expected by motorists.
- Isolated patches of snow or ice that could melt faster with the application of cinders.

Most of these situations would occur after snow storms have passed and snow removal has been completed. Normally, the application of cinders should not be necessary during storms when roads are covered with fresh snow and driving conditions are more uniform and obvious to motorists, and when the use of tire chains is expected.

#### Snow Stakes

Snow stakes of various colors may be placed along road shoulders to provide visible guides for operators of snow removal equipment. Although they provide some delineation for motorists, the stakes are not intended to be used as traffic delineators.

Steel "U" channel posts are typically used for snow stakes. On certain residential streets, "L"type guide posts and fiberglass whips may be used. The length of snow stakes may vary from 6 feet to 10 feet. Snow stakes are "generally" placed 2 to 4 feet from edge of pavement unless staff, at its discretion, determines that they should be a different distance. This includes locations along the road, road shoulder or directly behind curbs best determined by the Road staff. Snow poles are normally placed at intersections and at a distance of 100 feet to 250 feet apart. Snow poles may be painted yellow, safety orange or another color.

#### Reflective Tape

Snow poles (for Class I and Class II roads): on the side of the pole facing traffic, a 3" x 3" strip of colored reflective tape (typically blue or white) is to be placed five feet above the pavement and at the top of the post. On the side facing away from traffic, one strip is to be placed at the top of the post.

*Fiberglass whips:* on each whip, a 6" strip of colored reflective tape (typically blue or white) is to be wrapped around the top of the whip.

#### Warning Signs

The intention and purpose of warning signs is to advise motorists of unexpected conditions, when the County determines at its discretion to provide such warnings. In the winter these conditions would normally be ice and, on occasion, suspended snow removal operations.

To warn motorists of icy conditions, permanent signs reading "ROAD MAY BE ICY" may be placed on roads where slippery conditions may not be anticipated at all times. These signs should be placed (if at all) at each end of the road and at critical intermediate locations along the way. Signs should be placed 8 to 12 feet from edge of pavement. Portable temporary signs reading "ICY" may also be utilized, at the County's discretion, where an isolated extreme icy condition exists that is not addressed by permanent signs.

Permanent turn-able or temporary portable signs reading "SNOW REMOVAL SUSPENDED" may be used, at the County's discretion, at locations where plowing activities have been ceased due to the posting of severe avalanche danger advisory by the Sheriff's Department or the presence of other conditions where public and operator safety warrants the suspension of snow removal operations.

Permanent signs reading "SNOW NOT REMOVED BEYOND THIS POINT" may be used, at the County's discretion, where only a portion of the road is plowed. These signs *should* be placed 8 to 12 feet from the edge of pavement, adjacent to the end of the plowed section of roadway.

Permanent turn-able or temporary portable signs reading "ROAD CLOSED" may be used, at the County's discretion, when snow, avalanche, wind, or flooding conditions warrant the closure of a road or portion thereof, for the safety of the public or County employees.

#### Emergency Road Closures

In emergency situations, the Road Operations Superintendent, and/or the Mono County Sheriff may find it necessary to close County-maintained roads. As soon as reasonably practicable following a determination by the Road Operations Superintendent or Public Works Director that a road or roads warrant closure, notification of the road closure may be given to the Mono County Sheriff and to the California Highway Patrol.



Name	Miles	CAT	Road No	Road Name	Miles	CAT	Road No	Road Name	Miles	CAT
Meadows Road	26.21	V	2037	Lone Star Mine Road	1.02	V	2003	Rock Creek Road	5.71	IV
Mountain Drive	0.2	I	2036	Lone Star Road	2.12	v	2003	Rock Creek Road	2.36	V
Road	0.39	III		Lower Rock Creek Road	9.31			Ronda Lane	0.18	
reek Cutoff	2.46			Lundy Circle	0.06			Round Mountain Road	4.56	
	_			•	_				_	
rberg Meadows Road	8.47			Lundy Cutoff		V		Rush Creek Road	3.08	V
Vista	0.09			Lundy Dam Road	0.47			Sacramento Street	0.2	I
irst Street	0.06	III	3044	Lundy Lake Road	1.34	I	2412	Sacramento Street	0.04	III
ranite Avenue	0.02	II	3044	Lundy Lake Road	5.24	V	3037	Saddlebag Lake Road	2.49	V
ranite Avenue	0.02	III		Lyle Terrace Road	0.19	III		Sage Hen Meadows Road	9.06	V
Iono Lake Drive	1.03	т		Lyle Terrace Road		V		Sand Flat Cutoff	4.54	
									_	
lono Lake Drive		III		Mary Lane	_	III		Sawmill Crossover Road	4.77	
de Lane	6.76	I		Masonic Road	8.04	V		Sawmill Meadows Road	11.52	
de Lane	1.28	V	3215	Mattly Avenue	0.53	I	2090	Sawmill Road	1.11	V
de Road	1.14	III	3029	McGee Canyon Road	8.48	V	2073	School Road	0.01	I
erry Lane	0.11			McGee Creek Road	0.12			Scott Road	0.07	
Lake Campground Road	0.24			McGee Creek Road	3.15			Second Street	_	III
	_	v T			_				-	
ant Street	0.5	1		McPherson Subdivision Road	0.32			Sequoia Street	0.2	III
ough Road	17.25	V		Meadow Road		III		Shanna Circle	0.03	III
ll Road	4.2	III	2301	Meadow View Drive	0.24	III	2024	Sheep Camp Road	3.4	V
ll Road	0.22	III	5005	Mill Canyon Road	1.33	IV	2089	Sherwin Creek Road	0.05	III
Road	0.41	III		Mill Canyon Road		V	2089	Sherwin Creek Road	3.88	V
Avenue	0.12			Mill Creek Powerhouse Road	0.72			Sherwin Trail	0.12	
	_				_					
Street	0.06			Minaret Road		ZOB III		Shop Road	0.07	
ge Pit Road	0.04			Mono Drive		ZOB III		Sierra Springs Drive	0.64	
t Drive	0.13	ZOB III	3208	Mono Lake Avenue	0.16	I	4117	Sierra View Drive	0.3	III
T Ranch Road	0.9	III	2802	Montana Road	0.05	III	2120	Sierra Vista Circle	0.04	III
r Canyon Way	0.26			Morris Mine Road		V		Sierra Wave	-	ZOB III
Creek Road		V		Mount Morrison Road		III		Sierra Wave	_	ZOB III ZOB III
									_	
Court	0.04			Mountain View Avenue		III		Silver Lake Way	0.06	
anch Cutoff	0.69			Mountain View Drive		III		Silver Lake Way	0.03	
Ranch Cutoff	6.36	V	9627	Mountain Vista Drive	0.21	ZOB II	2063	Sipes Ranch Road	1.03	III
n Gate Road	1.27			Mule Deer Road	0.08			Sky Meadows Road	1.05	
n Gate Road	4.67			North Buckeye Drive	0.25			South Crawford Avenue	0.22	
										T
by Ranch Road	0.44			North Crawford Avenue		III		South Landing Road	0.83	1
Creek Road	0.0	V	4107	North School Street	0.1	I	2011	South Landing Road	0.15	
Lake Court	0.04	III	4106	North Sinclair Street	0.15	I	2056	South Road	0.31	III
ry Lane	0.25	III	2208	North Valley View Drive	0.22	III	4107	South School Street	0.06	I
ake Campground Road	0.31			Northshore Drive	3.53			South Sinclair Street	0.06	
10	_			Obsidian Dome Road	1.54			South Twin Road	0.19	
ike Road	0.14								_	
more Place	_	III		Offal Road	0.35	111		South Twin Road	2.03	
ey Drive	0.14	I	3015	Oil Plant Road	0.75	I	2009	Spillway Road	0.23	V
il Road	0.79	III	3015	Oil Plant Road	0.29	V	4015	Spur Court	0.07	III
Street	0.06	-	2205	Orchard Road		III		Steelhead Road	0.17	ZOB III
n Canyon Court						ZOB III		Stock Drive	0.51	
•	_	ZOB III		Osage Circle		206 III -			_	
lyph Road	0.09			Owens Gorge Road	1.6	1		Substation Road	1.52	
nd Drive	0.22	ZOB II	2006	Owens Gorge Road	2.58	III	2077	Summers Road	0.22	
nd Place	0.05	ZOB III	2006	Owens Gorge Road	5.33	IV	2104	Summit Road	0.19	III
120 - Yellow Jacket to Benton Crossing	13.22	ZOB II		Owens River Ranch Road		V		Sunny Slopes Road	0.17	
20 - HWY 6 to Yellow Jacket	3.92			Owens River Road	8.42			Swall Meadows Road	0.77	
					_				-	
Creek Drive		III	-	Owens River Road	7.72			Swall Meadows Road	0.7	II
Creek Place	0.1	III	9635	Palisades Drive	0.23	ZOB III	2043	Tenaya Drive	0.13	III
Creek Trail	0.4	IV	3211	Paoha Drive	0.12	III	9628	Tenaya Drive	0.13	ZOB III
eek Hatchery Road	0.46	I	2102	Paradise Point	0.04	III	3016	Test Station Road	1.05	III
eek Hatchery Road	1.26	TTT		Parker Lake Road		V		Test Station Road	4.51	
eek Hatchery Road	3.21			Patricia Lane		III		Third Street	0.11	
					-				_	
eek Ranch Road	1.06			Pearson Road		III		Thompson Road	1.02	
d Avenue	0.07			Pearson Road		ZOB III		Topaz Lane	3.51	
vill Ranch Road	1.06	III	2064	Pedro Ranch Road	0.84	III	2066	Truman Meadows Road	1.73	V
r Avenue	0.27	I	3306	Peeler Lake Drive	0.18	I	9628	Tuolumne Road	0.19	ZOB III
y Mine Road	0.11			Peeler Lake Drive		III		Twin Lakes Drive	0.17	
Creek Road	0.25			Petroglyph Road		V		Twin Lakes Road	7.21	
	_								_	
awyer Road	0.19			Picnic Grounds Road	4.18	V	-	Twin Lakes Road	6.18	
Street	_	ZOB III		Picnic Shortcut Road	0.1	V		Upper Summers Meadows Road	6.71	
ain Road	0.76	III	3020	Pilot Springs Road	4.08	V	3203	Utility Road	0.86	
y Meadows Road	1.98	V	3008	Pine Cliff Road	0.51	III	2402	Valley Road	0.71	I
on Campground Road	0.23	V		Pine Cliff Road		V		Valley View Road	0.33	
Road	0.09			Pine Drive		III		Van Loon Cutoff	2.68	
	_			Pine Nut Road	_	II		Virginia Avenue		V III
ey Street	0.37				-				_	
ood Street	0.11			Pinon Drive	0.32			Virginia Lakes Road	5.83	
Avenue	0.18		2076	Pit Road	0.96	II	4001	Virginia Lakes Road	0.37	V
lelen Court	0.05	III	9635	Piute Drive	0.22	ZOB III	2055	Walker Place	0.08	III
1anor Place	0.18			Piute Lane	0.08			Watkins Place	-	ZOB III
dge Trail	_	ZOB III		Placer Road	0.11			West First Street	0.03	
	_								_	
ew Drive	0.28			Ponderosa Street		III		West Granite Avenue	0.17	
our Drive	0.16			Poole Power Plant Road	3.34			West Portal Road	3.44	
ur Drive	0.04	ZOB III	2030	Pumice Mill Road	0.72	V	2101	Westridge Road	0.45	I
ur Lane	0.15	III	2038	Pumice Mill Road		V	3022	Wet Meadow Road	20.03	V
i Lane	2.07			Pumice Mine Road	4.71			Wheeler View Drive	0.02	
	0.11			Pumice Road	0.12			White Mountain Drive	0.02	
Avenue									_	
n Springs Road	0.51			Quail Circle		III		White Mountain Estates Road	0.88	
ning Avenue	0.23			Rabbit Ranch Road	0.99		9628	White Mountain Estates Road		ZOB III
ning Avenue	0.21	III	2033	Rabbit Ranch Road	0.24	V	2045	White Mountain Ranch Road	0.59	III
rd Avenue	0.38			Rainbow Street		ZOB III		Whitmore Tubs Road		V
rd Avenue		ZOB II		Rainbow Tarns Road		III		Wild Rose Drive	0.05	
rd Avenue	_	ZOB II		Ramp Road		III		Willow Road	0.15	
ane	0.28			Ranch Road		IV		Wilson Creek Road	0.38	
/irginia Lakes Road	0.17	V	3050	Rattlesnake Gulch Road	0.61	V	2202	Wilson Road	0.07	II
Valker Road	6.65		9626	Red Bluff Trail	0.22	ZOB III	2202	Wilson Road	0.07	III
II Lake Road	6.78			Redwood Drive		ZOB III		Yellow Jacket Road	6.79	I
		v III		Reichart Ranch Road		III		Yellow Jacket Road	0.79	TTT
Street										
abin Mine Road	4.84			Ridgeview	-	ZOB III		Yellow Jacket Road	0.6	V
ng Camp Road	5.53	V		Rimrock Drive	0.97		3210	Yosemite Drive	0.07	III
Company Road	0.56	III	3030	River Springs Road	3.72	v				



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

### **REGULAR AGENDA REQUEST**

💻 Print

MEETING DATE November 8, 2022

#### Departments: Clerk of the Board

**TIME REQUIRED** 

SUBJECT

Appointment to the Mammoth Lakes Mosquito Abatement District PERSONS APPEARING BEFORE THE BOARD

#### **AGENDA DESCRIPTION:**

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

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.

#### **RECOMMENDED ACTION:**

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

#### **FISCAL IMPACT:**

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

#### SEND COPIES TO:

#### **MINUTE ORDER REQUESTED:**

🗖 YES 🔽 NO

#### ATTACHMENTS:

Click to download

 D
 Redacted Application

History

Time	Who	Approval
10/27/2022 9:26 AM	County Counsel	Yes
10/26/2022 6:43 AM	Finance	Yes
	County Administrative Office	

### MONO COUNTY APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

DATE	October 5, 2022
NAME	Melissa Simmons
	POSITION APPLIED FOR:
Board Me	mber for Mammoth Lakes Mosquito Abatement District

RESIDENCE ADDRESS	
PHONE	
BUSINESS ADDRESS	
PHONE	
OCCUPATION	

Please state briefly any experience of which you feel will be helpful when you serve in this appointment: My background in customer service and Biology.

Other information may be submitted by resume if desired.

phlebotomist for an internal medicine doctor, and have worked in numerous different jobs

involving restaurants, hotels, and bars. I have done a lot of traveling and am well versed

with other third world cultures.

Professional experience:

My professional experience involves customer service and the hospitality industry. I have

worked in numerous restaurants, hotels, and bars.

Education: B.A. Biology, UC Santa Barbara

Professional and/or community organizations: <u>Mammoth Lakes Laundromat</u>

Personal interests and hobbies:

Snowboarding, mountain biking, traveling, hiking/backpacking, soccer, good food and wine.

Have you ever been convicted of a felony, which would disqualify you from appointment? If you are appointed and cannot be bonded as required, your appointment will be revoked.

If you desire a personal interview or wish to address the Board, you may contact the Board of Supervisor's Office directly at (760) 932-5530.

Please return application to:

Clerk of the Board County of Mono P. O. Box 715 Bridgeport, CA 93517

Melsen

October 5, 2022

Date



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

### REGULAR AGENDA REQUEST

💻 Print

MEETING DATE November 8, 2022

**Departments: Elections** 

**TIME REQUIRED** 

SUBJECT

Appointments to Special Districts in Lieu of Election PERSONS APPEARING BEFORE THE BOARD

#### **AGENDA DESCRIPTION:**

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

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.

#### **RECOMMENDED ACTION:**

Appoint members to fill Special District board vacancies as set forth below.

Special District	Name	Term End Date
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

		44/00/0000
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
	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	Carol Ann Mitchell	11/30/2026
Director A	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

#### FISCAL IMPACT:

None.

#### CONTACT NAME: Queenie Barnard

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

#### **SEND COPIES TO:**

#### MINUTE ORDER REQUESTED:

🖂 YES 🔽 NO

#### ATTACHMENTS:

Click to download
D <u>Staff Report</u>

History

**Time** 10/27/2022 9:26 AM 11/2/2022 1:49 PM

Who	
County Counsel	
Finance	

**Approval** Yes

Yes

County Administrative Office



### C L E R K – R E CO R D E R – R E G I S T R A R COUNTY OF MONO

#### P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517 (760) 932-5530 • FAX (760) 932-5531

Scheereen Dedman Clerk-Recorder-Registrar Queenie Barnard Assistant Clerk-Recorder-Registrar

To: Honorable Board of Supervisors

From: Queenie Barnard, Assistant Clerk/Recorder/Registrar of Voters

Date: November 8, 2022

Subject:

Appointments to Mono County Special Districts in lieu of election.

#### **Discussion:**

Pursuant to Government Code 1780 and Elections Code Section 10515(b), the Mono County Board of Supervisors is the appointing authority for persons who fall within one of the following categories:

(1) they have filed a declaration 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) they have applied/been recommended by a special district board to fill a vacancy on that board where no candidate has filed a declaration of candidacy; and/or
(3) they have been recommended by the special district board to temporarily fill a vacancy on that board occurring outside of the election cycle.

In 2012, the Board adopted R12-64, which provides that if the board of a special district on which there is a vacancy recommends a qualified person for appointment by the Board of Supervisors pursuant to category (2) or (3), then that recommendation shall be brought to the Board for consideration. The following persons are presented for appointment by the Board under one of the three categories described above.

#### Recommendation:

Make appointments, as recommended, to fill special district board vacancies, as detailed on the attached list.

Fiscal Impact: None.

Special District	Name	Term End Date
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
	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	Carol Ann Mitchell	11/30/2026
Director A	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



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

### **REGULAR AGENDA REQUEST**

💻 Print

MEETING DATE November 8, 2022

Departments: Clerk of the Board of Supervisors

TIME REQUIRED

SUBJECT

Re-Appointments to County Service Area (CSA) Boards

PERSONS **APPEARING BEFORE THE** BOARD

#### **AGENDA DESCRIPTION:**

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

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

#### **RECOMMENDED ACTION:**

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

#### **FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

#### **SEND COPIES TO:**

#### **MINUTE ORDER REQUESTED:**

🗖 YES 🔽 NO

#### ATTACHMENTS:

Click to download

No Attachments Available

History

Who Time 10/27/2022 9:28 AM County Counsel Yes 10/26/2022 4:06 PM Finance Yes County Administrative Office

Approval



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

### REGULAR AGENDA REQUEST

💻 Print

MEETING DATE November 8, 2022

**Departments: Public Health** 

**TIME REQUIRED** 

SUBJECT

Project

Proposed Wastewater Sampling

PERSONS APPEARING BEFORE THE BOARD

#### **AGENDA DESCRIPTION:**

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

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.

#### **RECOMMENDED ACTION:**

Approve 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.

#### **FISCAL IMPACT:**

None.

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 760-924-1763 / kpeterson@mono.ca.gov

#### SEND COPIES TO:

#### MINUTE ORDER REQUESTED:

🗆 YES 🔽 NO

#### ATTACHMENTS:

Click to download

 staff report

 Attachment A

 Attachment B

History

Time

Approval

10/27/2022 9:42 AM	County Counsel	Yes
11/2/2022 1:04 PM	Finance	Yes
	County Administrative Office	



### **MONO COUNTY HEALTH DEPARTMENT Public Health**

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

- To: Mono County Board of Supervisors
- From: Kathryn Peterson, Interim Public Health Director
- Date: November 8, 2022
- Re: Proposed Wastewater Surveillance Project with Mammoth Community Water District Board of Directors

#### **RECOMMENDED ACTION**

- 1. Approve proposed letter from the Mono County Board of Supervisors to the Mammoth Community Water District Board of Directors in support of a wastewater surveillance program to detect COVID-19 and other infectious diseases.
- **2.** Approve proposed MOU between Mono County and the Mammoth Community Water District for wastewater sampling and analysis.

#### FISCAL IMPACT

There is no fiscal impact associated with this request.

#### BACKGROUND

On August 18, 2022, Mono County Public Health (MCPH) asked the Mammoth Community Water District (MCWD) to enter into a Memorandum of Understanding (MOU) with Mono County to jointly carry out wastewater sampling for COVID-19 and other infectious diseases at MCWD's facilities. The MCWD Board declined to approve the MOU.

As a result, your Board gave direction for a letter to be drafted to the MCWD Board urging their reconsideration of the wastewater surveillance project. The draft letter is attached for your review and consideration.

Also attached is a proposed MOU between Mono County and the Mammoth Community Water District for wastewater sampling and analysis. As originally drafted, the MOU treated the wastewater sampling program as a joint venture, with the County assuming liability for its actions and the District assuming liability for its actions. The District is now requesting changes to the originally proposed MOU which would instead shift all liability for the wastewater sampling program to the County.

Whether the County accepts the requested change is a policy decision for the Board of Supervisors to determine. As this is an important public health mission, I recommend the County assume liability with an understanding that the risk associated with the program is very low.

Please let me know if you have any questions or additional directions for staff.



### **BOARD OF SUPERVISORS COUNTY OF MONO**

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517 (760) 932-5530 <u>BOS@mono.ca.gov</u> Scheereen Dedman, Clerk of the Board

November 8, 2022

Mammoth Community Water District Board of Directors PO Box 597 Mammoth Lakes, California 93546

Dear Honorable Mammoth Community Water District Board Members:

As our communities in Mono County face increasing external challenges, it's more critical than ever that local agencies work together to better serve our residents and visitors, and that we use our limited resources as efficiently and wisely as possible to keep our communities safe.

One such global challenge is the spread of deadly, infectious diseases. Considering our region's remarkable efforts to band together to face the COVID-19 crisis, we were very disappointed that your board opted not to participate in an important public health initiative that would provide information regarding the presence of infectious diseases in Mammoth Lakes. We respectfully request that you reconsider that decision.

On August 18, 2022, representatives of Mono County Public Health (MCPH) attended your meeting to present a program whereby a wastewater sampling device already owned by the Water District would be utilized to take samples which would be collected by MCPH and sent to a laboratory for analysis as to the presence and amount of infectious disease. To lay the groundwork for that program a Memorandum of Understanding (MOU) outlining the participation of both parties was proposed. Your board declined to support a motion to participate in the program and approve the MOU. We respectfully urge the District to reconsider that motion, in the best interest of Mammoth Lakes and Mono County.

The proposed program is relatively simple. MCWD has already obtained a new autosampler through a grant program. MCPH would work with MCWD and the California Department of Public Health to implement this program, joining over 30 wastewater treatment plants (including Yosemite National Park) in the state to measure viral genetic material in wastewater.

Wastewater surveillance is a commonly used, scientifically supported method to collect data to inform public health response to disease. While this initiative focuses on monitoring wastewater for COVD-
19, wastewater surveillance is used in other jurisdictions to monitor for monkeypox, influenza and polio.

"Because it's population-based and unbiased by access to clinical testing, wastewater helps us understand infectious disease trends in a community. We've seen how valuable this can be as individual testing practices for SARS-CoV-2 have changed," said Alexandria Boehm, professor of civil and environmental engineering at Stanford University. "Genetic material of the pathogens we monitor has been documented in excretions from infected people that end up in the wastewater treatment system."

MCPH leaders can provide you and your staff with more information to support the request to participate in the program and stand ready (along with County elected officials) to attend a future meeting to support this request.

By working together and communicating openly, our two agencies can play a significant role in protecting our communities and contributing important data to state and federal public health initiatives.

In partnership,

Bob Gardner, Chair Mono County Board of Supervisors

CC: Mark Busby, MCWD General Manager

# MEMORANDUM OF UNDERSTANDING BETWEEN THE MAMMOTH COMMUNITY WATER DISTRICT AND MONO COUNTY ON BEHALF OF ITS DEPARTMENT OF PUBLIC HEALTH REGARDING WASTEWATER SAMPLING AND ANALYSIS

This Memorandum of Understanding (MOU) is entered into by and between the Mammoth Community Water District (hereafter MCWD) and the County of Mono, on behalf of its Department of Public Health, (hereafter "County") for the purpose of setting forth the mutual understanding of MCWD and County regarding the sampling and analysis of wastewater within the MCWD to determine the presence of and other communicable diseases.

MCWD and County are collectively referred to herein as the "Parties" and individually as a "Party".

# NOW, THEREFORE, MCWD AND THE COUNTY DO HEREBY AGREE AS FOLLOWS:

- 1. <u>Term</u>. The term of this MOU shall be from June 7, 2022, to June 30, 2024. The term may be extended for subsequent one or two-year terms by mutual written consent of the Parties.
- 2. <u>Termination</u>: This MOU may be terminated by either Party at-will and without cause. The Party initiating termination shall provide thirty (30) days advanced written notice to the non-terminating Party, unless a shorter notice period is agreed upon in writing by the Parties' representatives.
- 3. <u>Responsibilities of the Parties</u>: The Parties will perform the following tasks, as assigned:
  - a. MCWD has acquired Sampling Device for use in collecting wastewater samples from the MCWD wastewater processing facility located at \_\_\_\_\_\_\_\_\_ (hereafter the "Facility"). The Sampling Device shall remain the property of MCWD.
  - b. MCWD will install the Sampling Device at a location in its wastewater processing facility that is mutually agreed upon by the Parties.
  - c. In the event the Sampling Device requires maintenance or replacement during the term of this MOU, County will provide such replacement or maintenance at no cost to MCWD, or may terminate this MOU as provided in paragraph 1.
  - d. MCWD authorizes County's Public Health staff to enter onto its property during regular business hours to collect wastewater samples. County anticipates that it

will collect these samples two times per week, but will notify MCWD if that schedule changes.

- e. County's Public Health staff will prepare the samples for shipment and will ship the prepared samples to a receiving lab selected by Public Health. County will pay any applicable shipping costs.
- f. Upon receipt of lab results, County's Public Health staff will conduct such analysis and reporting as it determines appropriate. County shall have no obligation to provide the lab results or its analysis to MCWD, but may determine to do so voluntarily.
- 4. <u>Costs</u>. Each Party shall bear its own costs for the staff time involved in performing the tasks described herein.

# 5. Defense and Indemnification.

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

County shall procure and maintain, during the entire term of this MOU the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by County, their agents, representatives, employees, or subcontractors:

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

- b. *General Liability*. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed under this MOU, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- c. *Automobile Liability Insurance*. A policy of Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles.
- d. *Coverage and Provider Requirements.* Prior to commencing any work under this MOU, County shall provide MCWD: (1) a certificate of insurance evidencing the coverage required and (2) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice.
- 7. <u>Relationship of the Parties</u>. All acts of the Parties, their agents, officers, and employees, relating to the performance of this MOU shall be performed as independent contractors, and not as agents, officers, or employees of the other Party. Neither Party, by virtue of this MOU, has the authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the other Party, except as expressly provided herein. No agent, officer, or employee of one Party is to be considered an employee of the other Party. It is understood by both Parties that this MOU shall not, under any circumstances, be construed to create an employee-employee relationship or a joint venture.
- 8. <u>Amendments</u>. This MOU may be amended by a writing signed by authorized representatives of the Parties.
- 9. <u>Party Representatives</u>. This MOU shall be administered on behalf of the Parties by the following persons, to whom any notices or correspondence concerning the MOU shall be directed:

Mammoth Community Water District:

Mark Busby P.O. Box 597 Mammoth Lakes, CA 93546 (760) 934-2596 ext. 235 Email : mbusby@mcwd.dst.ca.us Mono County:

Emily Janoff, Public Health Epidemiologist P.O. Box 3329 Mammoth Lakes, CA 93546 760-924-1830 Email : ejanoff@mono.ca.gov By the signatures of their authorized representatives appearing below, MCWD and the County agree to perform and abide by the terms of this MOU. This MOU may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

APPROVED AS TO FORM:

Mono County Counsel

APPROVED BY RISK MANAGEMENT:



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

# **REGULAR AGENDA REQUEST**

💻 Print

MEETING DATE November 8, 2022

#### TIME REQUIRED

SUBJECT

Establishment of Office of Public Administrator - Public Guardian; Repeal of Existing Code Sections PERSONS APPEARING BEFORE THE BOARD

# AGENDA DESCRIPTION:

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

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.

# **RECOMMENDED ACTION:**

Adopt proposed ordinance.

# **FISCAL IMPACT:**

A ten percent (10%) increase over current salary is proposed for the Department Head (Social Services Director) who assumes Public Administrator/Public Guardian/Public Conservator functions, effective February 15, 2023. Details regarding that cost will accompany a future agenda item to amend the Social Services Director job description, the current Social Services Director's employment agreement and the County's salary matrix.

#### CONTACT NAME: Stacey Simon

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

# SEND COPIES TO:

#### MINUTE ORDER REQUESTED:

🗖 YES 🔽 NO

# **ATTACHMENTS:**

 Click to download

 Staff report
 Ordinance
 Ordinance Exhibit A

History

Time	Who	Approval
10/27/2022 9:34 AM	County Counsel	Yes
11/2/2022 1:49 PM	Finance	Yes
	County Administrative Office	



Interim Milan Salva

PROBATION

Karin Humiston

PUBLIC HEALTH Interim Kathy Peterson

PUBLIC WORKS

Kathy Peterson

Paul Roten SOCIAL SERVICES

#### COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO Robert C. Lawton PO Box 696 Bridgeport, CA 93517-0696

ridgeport, CA 93517-0696 (760) 932-5410 rlawton@mono.ca.gov www.mono.ca.gov

<u>CHAIR</u> Bob Gardner / District 3	To:	Board of Supervisors
<u>VICE CHAIR</u> Rhonda Duggan / District 2	From:	Robert C. Lawton, CAO
Stacy Corless / District 5 Jennifer Kreitz / District 1 John Peters / District 4	Date:	November 8, 2022
COUNTY DEPARTMENTS ASSESSOR Hon. Barry Beck DISTRICT ATTORNEY Hon. Tim Kendall SHERIFF / CORONER Hon. Ingrid Braun		Re: Ordinance amending the Mono County Code to establish the office of the Public Administrator/Public Guardian; repeal Chapter 7.91 of the Mono County Code related to conservatorships; and separate the office of Public Administrator from the office of the District Attorney
ANIMAL SERVICES Malinda Huggans BEHAVIORAL HEALTH Robin Roberts	Recommended Action Adopt proposed ordinance.	
COMMUNITY DEVELOPMENT Wendy Sugimura COUNTY CLERK-RECORDER Scheereen Dedman COUNTY COUNSEL Stacey Simon, Esq.	A Thrivin	an Focus Areas Met ng Economy Safe and Healthy Communities ble Public Lands Soft Workforce & Operational Excellence
ECONOMIC DEVELOPMENT Jeff Simpson EMERGENCY MEDICAL SERVICES Bryan Bullock FINANCE Janet Dutcher CPA, CGFM, MPA INFORMATION TECHNOLOGY	<b>Discussion</b> Consistent with prior Board direction, Mono County has been moving over the past year towards a consolidation of county functions and offices which will improve service to the public and increase operational efficiencies through the creation of a consolidated Office of the Public Administrator and Public Guardian/Conservator.	

The County's current practice is that two separate, but interrelated, functions are performed by three different County departments (Behavioral Health, Social Services, and District Attorney), each represented by County Counsel as to civil legal matters. The two functions are: (1) conservatorships of the person and estate for gravely disabled persons (Public Guardian/Conservator functions); and (2) administration of the estates of persons who die intestate (Public Administrator functions). Public Administrator, Public Guardian, and Public Conservator are collectively referred to in this staff report as PA/PG/PC. This structure goes back decades and was perpetuated, in large part, by the fact that the position of the Public Administrator in Mono County was required by California law to be elected and, thus, that role was delegated to the District Attorney, an elected official.

However, with the passing of SB1489 in September of this year, Mono County has joined the list of counties where the Board of Supervisors is authorized to appoint its Public Administrator (in other words, the position need not be elected). This enables the County to move Public Administrator functions to a department outside of the District Attorney's office, where they may be consolidated with similar Public Guardian/Public Conservator

functions which are currently being performed by both Behavioral Health and Social Services.

Page 2 of 3 October 27, 2022

At the same time, the County has an opportunity to reallocate responsibilities for handling conservatorship matters between the Social Services and Behavioral Health Departments in order to better align with each department's role and function and remove conservatorship investigation functions altogether from the District Attorney's office.

Under the proposed reorganization, Behavioral Health would maintain its role as the provider of mental health services and care to individuals who are (or may be) gravely disabled as a result of a mental disorder or chronic alcoholism (traditional "behavioral health" conservatees) – including identifying those in need of conservatorship, providing necessary evaluations and treatment, securing placement, and related functions. However, Behavioral Health would no longer be responsible for the accounting and administrative functions associated with managing these conservatorships, nor would the Behavioral Health Director need to serve as the conservator in these cases.

Like Behavioral Health, the Department of Social Services has also historically managed its own conservatorship caseload (conservatorships deemed necessary by a court due to grave disability, but unrelated to a mental disorder or chronic alcoholism). Social Services would continue in that historic role but would additionally assume accounting and administrative functions for those "behavioral health" conservatorships formerly managed by the Behavioral Health Department and would assume responsibility for conservatorship investigations -- currently performed by the District Attorney's Office. By taking on these additional tasks, the Social Services Department would essentially be assuming the role of Public Guardian/Conservator, and the past practice of splitting Public Guardian/Conservator functions among the three different departments would cease.

In addition, because the proposed ordinance would consolidate the offices of Public Administrator and Public Guardian/Conservator, those Public Administrator functions traditionally handled by the District Attorney would likewise transfer to the Social Services Department. By combining the PA/PG/PC functions all in one location, Mono County would establish a more traditional allocation of responsibility which mirrors how these functions are handled throughout much of the State. In addition, County Counsel would have one "client" in all of these related matters, rather than managing different clients, processes, and preferences among the three departments.

To accomplish the changes, the proposed ordinance would repeal Chapter 7.91 of the Mono County Code, which memorialized the historic delegation of PA/PG/PC functions to the trifecta of departments, and instead establish one, consolidated Office of the Public Administrator/Public Guardian, by adding a new Chapter 2.90 to the County Code "Public Administrator – Public Guardian." The proposed ordinance would also amend Section 2.16.010 "Consolidation of County Offices" to separate the office of the District Attorney from the office of the Public Administrator and instead, consolidate the office of the Public Administrator with the office of the Public Guardian.

The remaining tasks to accomplish the final transition include: revising the Social Services Director's job description to include the role of Public Administrator – Public Guardian/Conservator, amending the Social Services Director's employment agreement and salary to reflect the new responsibilities of Public Administrator - Public Guardian/Conservator (10% pay increase), revising related documents such as the County Allocation List and At-Will Salary Matrix to reflect the changes, and creating a memorandum of understanding between the Social Services and Behavioral Health Departments to address inter-departmental coordination in dealing with that subset of conservatorships resulting from a mental disorder or chronic alcoholism. The proposed ordinance was introduced on November 1, 2022, is proposed for adoption on November 8, 2022 and would take

Page 3 of 3 October 27, 2022

effect in February, 2023 (rather than 30 days from its final adoption on November 8) and so the above tasks would need to be accomplished by the end of this year or in early 2023.

If you have any questions regarding this item prior to your meeting, please call me at 760-932-5415 or County Counsel Stacey Simon at 760-924-1704.



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# ORDINANCE NO. ORD22-\_\_\_

#### AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS AMENDING THE MONO COUNTY CODE TO ESTABLISH THE OFFICE OF THE PUBLIC ADMINISTRATOR-PUBLIC **GUARDIAN FOR MONO COUNTY; REPEAL CHAPTER 7.91 RELATED TO CONSERVATORSHIPS; AND SEPARATE THE OFFICE OF PUBLIC** ADMINISTRATOR FROM THE OFFICE OF THE DISTRICT ATTORNEY

WHEREAS, in Mono County the function of Public Administrator has long been performed by the District Attorney's office, pursuant to Mono County Code section 2.61.010 which consolidates the offices of District Attorney and Public Administrator; and

**WHEREAS**, the duties of a Public Administrator overlap significantly with the functions of Public Guardian and/or Public Conservator in that each has a role in the management of private estates where no other person has been designated to do so and no other provisions have been made; and

WHEREAS, the duties of Public Conservator for Mono County have historically been shared between the Departments of Social Services, which acts as conservator in cases arising under the Probate Code, and Behavioral Health which acts as conservator of the person in cases arising under the Lanterman-Petris-Short Act (LPS Act). Mono County has no office of the Public Guardian; and

20 WHEREAS, SB 1489 (2022) amended the California Government Code to add Mono County to the list of counties that may appoint a Public Administrator and consolidate that position with the Office of the Public Guardian: 22

**WHEREAS**, pursuant to SB 1489, it is the desire of the Board of Supervisors to revise the Mono County Code to unconsolidate the offices of District Attorney and Public Administrator, establish the office of Public Guardian to be consolidated with the office of Public Administrator and to repeal provisions formerly governing the role of Public Conservator; and

**WHEREAS**, the Board's purpose in taking these actions is to efficiently and competently serve the interests of Mono County's neediest residents by providing them with a single resource and department for various related services;

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

SECTION ONE: Chapter 2.90 "Public Administrator-Public Guardian" is hereby added to the Mono County Code as set forth in Exhibit A to this Ordinance, attached hereto and incorporated by this reference.

1		
2	<b>SECTION TWO</b> : Chapter 7.91 of the Mono County Code "Lanterman-Petris-Short Act and Probate Code Conservatorships" is hereby repealed in its entirety.	
3 4 5	<b>SECTION THREE</b> : Section 2.16.010 of the Mono County Code is hereby amended to replace subsection 2, which currently reads "District attorney and public administrator" with the following: "Public Administrator and public guardian".	
6 7 8 9	<b>SECTION FOUR</b> : This ordinance shall become effective February 15, 2023, which is more than 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish it in the manner prescribed by Government Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.	
10 11	<b>PASSED, APPROVED</b> and <b>ADOPTED</b> this 8th day of November, 2022, by the following vote, to wit:	
12	AYES:	
13	NOES:	
14	ABSENT:	
15	ABSTAIN:	
16		
17 18	Bob Gardner, Chair Mono County Board of Supervisors	
19 20	ATTEST: APPROVED AS TO FORM:	
21	Clerk of the Board County Counsel	
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#### EXHIBIT A

# Chapter 2.90 PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN

Sections:

- 2.90.010 Office of the Public Guardian Established.
- 2.90.020 Offices of Public Administrator and Public Guardian Consolidated.
- 2.90.030 Conservatorships.
- 2.90.040 Official Bond and Oath.
- 2.90.050 Expenses.
- 2.90.060 Fees.
- 2.90.070 Appointment and Removal.
- 2.90.080 Representation by County Counsel.

**2.90.010 Office of the Public Guardian Established.** There is hereby established in Mono County the Office of the Public Guardian.

#### 2.90.020 Offices of Public Administrator and Public Guardian Consolidated.

- A. Under the authority of Government Code Section 24011, the duties of the Office of the County Public Administrator and the County Public Guardian are hereby consolidated.
   Said consolidated office shall be designated and known as the "Office of the Public Administrator-Public Guardian."
- B. The office of the Public Administrator-Public Guardian shall have as its executive head, one appointed officer, the Public Administrator- Public Guardian, who may serve concurrently as the department head of a county department.

#### 2.90.030 Conservatorships.

- A. The Public Guardian shall discharge the duties of public conservator in all cases where a superior court of the state has ordered that the office of the public guardian of the County serve as the conservator of the person and/or estate for any individual pursuant to Chapter 3 of Part 1 of Division 5 of the Welfare and Institutions Code, commencing with Section 5350 (the "Lanterman-Petris-Short Act").
- B. The Public Guardian shall discharge the duties of conservator in all cases where a superior court of the state has ordered that the Office of the Public Guardian of the County serve as the conservator of the person and/or estate for any individual pursuant to Parts 3 and 4 of the California Probate Code, commencing with Section 1800.

C. The Public Guardian is designated as the agency responsible for conducting conservatorship investigations pursuant to Welfare and Institutions Code section 5008 of the Lanterman-Petris-Short Act. The Public Guardian, or any officer or employee of the County designated by him or her, may serve as temporary conservator.

**2.90.040 Official Bond and Oath.** The official bond and oath of the Public Administrator-Public Guardian shall serve as the bond for the Public Administrator-Public Guardian and public conservator. The official oath shall serve as the oath on the grant of letters of conservatorship as provided in Probate Code Section 2922.

**2.90.050 Expenses.** All necessary expenses incurred in the operation of the Office of the Public Administrator - Public Guardian shall be in accordance with the amounts specified and budgeted therefor by the Board of Supervisors.

**2.90.060 Fees.** All fees accruing to the Public Administrator-Public Guardian shall belong to the County and shall be deposited in the county treasury under the provisions of Section 24350 of the Government Code.

**2.90.070 Appointment and Removal.** The County Administrative Officer may appoint an existing department head of the County to serve as the Public Administrator - Public Guardian. The salary and terms and conditions of employment shall be set by the Board of Supervisors.

# 2.90.080 Representation by County Counsel.

- A. Pursuant to Government Code Section 27643, Welfare and Institutions Code Section 5114, and Probate Code Section 2942, the County Counsel may act as attorney for the Public Administrator Public Guardian. In those matters where the County Counsel furnishes representation, the County Counsel shall collect the attorneys' fees allowed by law, which shall be paid into the county treasury.
- B. Nothing contained herein shall be construed as prohibiting the Public Administrator-Public Guardian from employing private counsel to provide supplementary legal services if the county counsel recommends such employment. In all cases in which a private attorney is so employed, the compensation of the private attorney shall be derived solely from the assets of the estate involved in the legal proceeding, in the form of fees as authorized by the court.



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

# **REGULAR AGENDA REQUEST**

💻 Print

MEETING DATE November 8, 2022

**Departments: Emergency Management** 

#### **TIME REQUIRED**

SUBJECT

FY2021 Emergency Management Performance Grant (EMPG) -American Rescue Plan Act (ARPA) Governing Board Resolution PERSONS APPEARING BEFORE THE BOARD

# AGENDA DESCRIPTION:

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

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.

#### **RECOMMENDED ACTION:**

Adopt proposed resolution authorizing Mono County to 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.

# FISCAL IMPACT:

No immediate fiscal impact is associated with this item, however, the annual award to Mono County is \$60,101 with no required local match.

#### CONTACT NAME: Chris Mokracek

PHONE/EMAIL: 760-924-4633 / cmokracek@mono.ca.gov

# **SEND COPIES TO:**

#### MINUTE ORDER REQUESTED:

🖂 YES 🔽 NO

#### ATTACHMENTS:

Click to download

- Staff Report
- **D** <u>Resolution</u>

# History

**Time** 10/25/2022 9:31 AM 11/2/2022 1:52 PM Who County Counsel Finance **Approval** Yes

Yes

County Administrative Office



OFFICE OF EMERGENCY MANAGEMENT COUNTY OF MONO

DATE:	November 8, 2022	
TO:	Honorable Board of Supervisors	
FROM:	Chris Mokracek, Director of Emergency Management	
SUBJECT:	CalOES Governing Body Resolution for purposes of Emergency Management Performance Grant – American Rescue Plan Act Administration	

# **Recommendation**

Authorize the Board Chair to sign the 2021 Mono County Governing Body Resolution document for CalOES specific to EMPG-ARPA

#### **Discussion**

Mono County is a sub-grantee of the State of California for the Emergency Management Performance Grant (EMPG) American Rescue Plan Act (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.

# **Fiscal Impact**

No immediate fiscal impact is associated with this item, however, the annual award to Mono County is \$60,101.



1	ATTEST:	APPROVED AS TO FORM:
2 3	Clerk of the Board	County Counsel
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OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

# REGULAR AGENDA REQUEST

💻 Print

MEETING DATE November 8, 2022

**Departments: CAO** 

TIME REQUIRED

SUBJECT

Contract with The Ferguson Group, LLC (TFG) PERSONS APPEARING BEFORE THE BOARD

# **AGENDA DESCRIPTION:**

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

Proposed contract with 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.

# **RECOMMENDED ACTION:**

Approve, and authorize CAO to sign, a contract with The Ferguson Group, LLC (TFG).

# **FISCAL IMPACT:**

The total amount of the contract is not-to-exceed \$101,000. This is included in the FY 2022-23 Adopted Budget.

#### CONTACT NAME: Robert C. Lawton

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

#### **SEND COPIES TO:**

Cheyenne, Stephanie Frank.

#### **MINUTE ORDER REQUESTED:**

VES 🗖 NO

# ATTACHMENTS:

Click to download		
Staff Report		
Contract		

History

Time	Who	Approval
10/25/2022 4:03 PM	County Counsel	Yes
11/2/2022 1:58 PM	Finance	Yes

County Administrative Office



ANIMAL SERVICES

COMMUNITY DEVELOPMENT

COUNTY CLERK-RECORDER

ECONOMIC DEVELOPMENT

Malinda Huggans BEHAVIORAL HEALTH

**Robin Roberts** 

Wendy Sugimura

Scheereen Dedman

leff Simpson

SERVICES

Bryan Bullock FINANCE

Janet Dutcher CPA, CGFM, MPA

INFORMATION

TECHNOLOGY

Karin Humiston

PUBLIC HEALTH Interim Kathy Peterson

PUBLIC WORKS Paul Roten

SOCIAL SERVICES Kathy Peterson

Interim Milan Salva

COUNTY COUNSEL Stacey Simon, Esq.

EMERGENCY MEDICAL

#### COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO Robert C. Lawton PO Box 696 Bridgeport, CA 93517-0696 (760) 932-5410 rlawton@mono.ca.gov www.mono.ca.gov

BOARD OF SUPERVISORS <u>CHAIR</u> Bob Gardner / District 3	To:	Board of Supervisors
<u>VICE CHAIR</u> Rhonda Duggan / District 2	From:	Robert C. Lawton, CAO
Stacy Corless / District 5 Jennifer Kreitz / District I John Peters / District 4	Date:	November 1, 2022
COUNTY DEPARTMENTS ASSESSOR Hon. Barry Beck DISTRICT ATTORNEY Hon. Tim Kendall		Re: Contract for Federal Advocacy, Consulting & Grant Services -The Ferguson, LLC (TFG)
SHERIFF / CORONER Hon. Ingrid Braun	<b>Recommended Action</b>	

Approve, and authorize the County Administrative Officer to sign a contract with The Ferguson Group, LLC (TFG) for 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.

#### Discussion

Consistent with prior Board direction, Mono County has requested The Ferguson Group, LLC (TFG) to provide federal advocacy, consulting, and grant services on an ongoing basis and will explore, in coordination with and at the direction of the County, funding opportunities for the County's high-priority projects, and assist the County in implementing a federal legislative platform and strategy. TFG specializes in representing local governments before Congress and Administration in helping clients develop and implement plans to maximize access to federal, state, and foundation resources. TFG will provide strategic advice and national lobbying/advocacy to build stakeholder support. Work with the County to secure the support of California congressional delegation and appropriate federal agencies for competitive funding opportunities and assistance in grant writing services. Build communications and publications for critical legislative policy and funding activities to maximize County access to congressionally directed spending opportunities.

#### **Fiscal Impact**

The total amount of the contract will not exceed \$101,000 for a fixed fee of \$8,000 per month and reimbursable expenses not to exceed \$5,000 annually. This is included in the CAO FY 2022-23 Recommended Budget.

If you have any questions regarding this item before your meeting, please call me at 760-932-5410.

### AGREEMENT BETWEEN COUNTY OF MONO AND THE FERGUSON GROUP, LLC (TFG) FOR THE PROVISION OF FEDERAL ADVOCACY, CONSULTING & GRANT SERVICES

#### INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") has identified the need for the services of The Ferguson Group, LLC (TFG), of Washington, DC (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

#### TERMS AND CONDITIONS

#### 1. SCOPE OF WORK

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

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

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

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

#### 2. TERM

The term of this Agreement shall be from July 1, 2022, to June 30, 2023, unless sooner terminated as provided below.

## 3. CONSIDERATION

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

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

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

D. <u>Limit upon amount payable under Agreement</u>. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$101,000 (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, by first class mail to the address listed in paragraph 22 of this Agreement ("Notice") and by email to cao@mono.ca.gov, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request, within 30 days of providing the service. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

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

F. <u>Federal and State Taxes</u>.

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

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

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

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

# 4. WORK SCHEDULE

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

# 5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

# 6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

# 7. COUNTY PROPERTY

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

B. <u>Products of Contractor's Work and Services</u>. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual

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

# 8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

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

# 9. STATUS OF CONTRACTOR

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

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

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

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

#### 9. DEFENSE AND INDEMNIFICATION

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

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

#### **10. RECORDS AND AUDIT**

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

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

# **11. NONDISCRIMINATION**

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

# **12. TERMINATION**

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

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

## **13. ASSIGNMENT**

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

#### **14. DEFAULT**

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

# **15. WAIVER OF DEFAULT**

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

#### **16. CONFIDENTIALITY**

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

# **17. CONFLICTS**

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

#### **18. POST-AGREEMENT COVENANT**

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

#### **19. SEVERABILITY**

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

#### **20. FUNDING LIMITATION**

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

#### **21. AMENDMENT**

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

#### **22. NOTICE**

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

County of Mono: Robert C. Lawton, CAO Email: <u>rlawton@mono.ca.gov</u> Atten: County Administration PO Box 696 74 N. School St. Bridgeport, CA 93517

Contractor:

The Ferguson Group, LLC (TFG) Attn: W.Roger Gwinn, CEO & Kristi More Email: <u>kmore@tfgnet.com</u> 1901 Pennsylvania Avenue, Suite 700 Washington, DC 20006 See paragraph 3 E. for additional instructions regarding invoicing.

# **23. COUNTERPARTS**

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

# **24. ENTIRE AGREEMENT**

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

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

# COUNTY OF MONO

# **CONTRACTOR**

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

Title:

Dated:

By: Lisa G. Phillips (Oct 19, 2022 19:36 EDT)

Title: \_ Director, HR & Administration

Dated: Oct 19, 2022

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

#### ATTACHMENT A

#### AGREEMENT BETWEEN COUNTY OF MONO AND THE FERGUSON GROUP, LLC (TFG) FOR THE PROVISION OF FEDERAL ADVOCACY, CONSULTING & GRANT SERVICES

#### TERM:

#### FROM: July 1, 2022 TO: June 30, 2023

#### **SCOPE OF WORK:**

The Ferguson Group, LLC (TFG) will provide federal advocacy, consulting, and grant services to the County of Mono. TFG specializes in representing local governments before Congress and the Administration and in helping our clients develop and implement plans to maximize access to federal, state, and foundation resources. We pride ourselves in serving public sector clients like the County of Mono, which enables us to remain among the top independent federal lobbying firms and represent more public agencies than any other firm in Washington, DC.

Scope of Services

TFG will provide a full range of advocacy, consulting, and grant-related services on an ongoing basis and will explore, in coordination with and at the direction of the County, funding opportunities for the County's high-priority projects, and assist the County in implanting a federal legislative platform and strategy. Our services will include the following:

Strategic Advice.

TFG will provide strategic counsel to the County in all matters concerning applicable congressional action, federal agency policy and regulation, and the federal activities of other stakeholders having an impact on the County and its citizens.

Assistance in Communicating and Working with Federal Officials.

TFG will assist the County in scheduling meetings with Members of Congress and staff, congressional committees, and federal agency officials and staff at all levels of the Federal government on these matters. We will also assist the County and its staff in educating, negotiating, and advocating its goals and objectives with these officials and staff.

Advocacy on Budget.

TFG will seek the inclusion of resources in the President's budget requests for applicable federal agencies to the extent it is necessary to accomplish the County's objectives.

Recommendations and Advocacy on Statutory Authorizations.

If federal legislation is needed to achieve any of the County's federal priorities, TFG will provide the County's congressional delegation, and the relevant congressional committees and federal agencies with institutional expertise and support as necessary to develop, advocate for, and implement federal legislation and authorities.

#### Build Stakeholder Support.

TFG will advise the County on obtaining and coordinating stakeholder support from key organizations or individuals (such as environmental groups or business interests) that may be necessary to implement the County's federal priorities.

Appropriations/Grants Research, Review, and Advocacy.

Where federal funding assistance is appropriate and needed to achieve the County's objectives, TFG will work with the County to identify and pursue the best available funding opportunities that match up with the County's priorities.

TFG will work with the County to secure the support of the California congressional delegation and the appropriate federal agencies for competitive funding opportunities. TFG will assist the County of Mono with competitive grant and loan research, review, and advocacy preparation. Grant writing services, if requested, are available to the County for a fixed fee. TFG will also work to help the County maximize access to congressionally directed spending opportunities.

#### Client Communications and Publications.

TFG believes regular communication is essential to a successful business relationship with our clients. TFG will report to the County regularly through scheduled conference calls, written status reports, special action alerts, access to TFG subject matter webinars, and timely information on relevant grants, legislation, and regulations, as well as congressional committee meetings, hearings, and conferences. County officials and staff will have access to our weekly legislative, grant, and issue-specific reporting as well as periodic Special Reports on key legislative, policy, and funding activities.

#### ATTACHMENT B

#### AGREEMENT BETWEEN COUNTY OF MONO AND THE FERGUSON GROUP, LLC (TFG) FOR THE PROVISION OF FEDERAL ADVOCACY, CONSULTING & GRANT SERVICES

#### **TERM:**

#### FROM: July 1, 2022 TO: April 30, 2023

#### **SCHEDULE OF FEES:**

The total cost for The Ferguson Group, LLC (TFG) services will not exceed \$101,000, for services outlined above, for the twelve-month agreement with a fixed fee of \$8,000 per month, commencing on July 1, 2022, and ending on June 30, 2023. Reimbursable expenses, including pre-approved out-of-town travel and in-town travel (taxis/Metro), will be billed separately, not to exceed \$5,000 annually.

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



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

# REGULAR AGENDA REQUEST

💻 Print

MEETING DATE November 8, 2022

Departments: Assessor

TIME REQUIRED

SUBJECT

California County Assessors' Information Technology Authority PERSONS APPEARING BEFORE THE BOARD

# **AGENDA DESCRIPTION:**

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

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.

# **RECOMMENDED ACTION:**

Authorize the Mono County Assessor to sign the Joint Exercise of Powers Agreement of the California County Assessors' Information Technology Authority.

# FISCAL IMPACT:

No initial contributions are required. Future contributions for on-going maintenance and implementation of the program may be imposed on member agencies after the program is developed.

#### CONTACT NAME: Barry Beck

PHONE/EMAIL: 760-932-5522 / bbeck@mono.ca.gov

# SEND COPIES TO:

#### MINUTE ORDER REQUESTED:

🗆 YES 🔽 NO

#### ATTACHMENTS:

Click to download

- Staff Report
- **D** Joint Exercise of Powers Agreement of the California County Assessors' Information Technology Authority
- D JPA Exhibit A

History

Time
County Counsel	Yes
Finance	Yes
County Administrative Office	
	Finance



# OFFICE OF THE ASSESSOR COUNTY OF MONO P.O. BOX 456, BRIDGEPORT, CALIFORNIA 93517

BARRY BECK, ASSESSOR (760) 932-5510 FAX (760) 932-5511

November 8, 2022

To: Honorable Board of Supervisors

From: Barry Beck, Mono County Assessor

Re: Joint Exercise of Powers Agreement of the California County Assessors' Information Technology Authority (JPA)

# **Recommended Action:**

Authorize the Assessor to sign the JPA ensuring Mono County's participation.

# **Fiscal Impact:**

None.

# **Background:**

The California Department of Finance (DOF) has agreed to a \$10,000,000 grant to fund statewide IT projects designed to benefit taxpayers by providing an online portal to file required forms and to benefit counties by providing a mechanism for collaboration and data collection. The new projects covered by this grant, identified in Exhibit A, are intended to benefit all 58 counties and taxpayers across the state.

It is expected that the grant appropriation will be \$10,000,000 per year for three consecutive years. In the past the State has required a county match for grant funds. This year it was proposed that the county "match" would be made after the projects were completed by way of maintenance costs and the State agreed. Maintenance costs are much less than startup costs and spread across all participating counties proportioned by usage.

Design and implementation of these projects will not impact the Mono County IT Department as the California Assessors' Association (CAA) contracts with outside vendors to provide and implement shared services.

In order to receive funding, the DOF required that the CAA members form a Joint Powers Authority (JPA) as a legal entity that meets DOF and statutory requirements. California County Assessors have a history of working together on projects that benefit all members and taxpayers, and the cost of the outside counsel drafting the JPA is borne by the CAA. The attached JPA agreement reflects the structure California County Assessors have agreed to for the receipt of funds and implementation of the projects.

It is important to note that the projects described in Exhibit A have costs far beyond what Mono County could afford without assistance.

# **Discussion:**

As necessary.

Sincerely,

Barry Beck

Barry Beck Mono County Assessor

## JOINT EXERCISE OF POWERS AGREEMENT OF THE CALIFORNIA COUNTY ASSESSORS' INFORMATION TECHNOLOGY AUTHORITY

This JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is dated this 1st day of November, 2022, for reference purposes only, and is entered into by and between the undersigned public agencies. The undersigned Member Agencies may be referred to individually as "Member Agency" or collectively as "Member Agencies."

### **RECITALS**

WHEREAS, the Joint Exercise of Powers Act, codified at California Government Code title 1, division 7, chapter 5, commencing with section 6500 *et seq*, permits two or more public agencies to jointly exercise any powers common to the agencies; and

WHEREAS, the Member Agencies each provide property tax assessment and similar functions within their jurisdictional boundaries; and

WHEREAS, the State of California anticipates allocating \$30 million in funding (\$10 million in each of the 2022-23, 2023-24, and 2024-25 budget years) to be used for information technology solutions as set forth in Revenue and Taxation Code section 95.60, as it may be amended; and

WHEREAS, such funding will permit the Member Agencies to jointly develop and implement information technology solutions to assist in the standardization of statewide assessment practices; and

WHEREAS, after the implementation of such information technology solutions, the Member Agencies wish to jointly administer and maintain such solutions and develop, administer, and maintain similar solutions, services, and programs; and

WHEREAS, State of California funding for the anticipated information technology solution must be provided to a joint powers agency or similar entity as set forth in Revenue and Taxation Code section 95.60; and

WHEREAS, the Member Agencies wish to establish a public entity, separate and apart from the Member Agencies hereto, as hereinafter described and set forth, which entity shall then set about the task of accomplishing the purpose of this Agreement.

#### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Member Agencies agree as follows:

1. <u>**Recitals.**</u> The recitals above are true and correct, and are hereby incorporated into the terms of this Agreement as though fully set forth herein.

2. <u>Establishment.</u> There is hereby established an organization to be known as the California County Assessors' Information Technology Authority, which shall be a public entity separate and apart from any Member Agency. The California County Assessors' Information Technology Authority shall be governed by the terms of this Joint Powers Agreement and any Bylaws, duly passed and adopted by the Board.

3. <u>Term.</u> The term of this Agreement shall commence as of November 15, 2022, provided that at least two Member Agencies have fully executed this Agreement, and shall continue until terminated pursuant to the terms of this Agreement.

4. **Definitions.** Except where the context otherwise clearly requires, the following words and phrases shall have the meanings specified below:

"<u>Act</u>" shall mean the Joint Exercise of Powers Act of the State of California, commencing with Government Code Section 6500, as now existing or as may hereinafter be amended or supplemented.

"<u>Agreement</u>" shall mean this Joint Exercise of Powers Agreement by and between the Member Agencies, as supplemented, amended and/or restated from time to time.

"<u>Authority</u>" shall mean the California County Assessors' Information Technology Authority, the joint powers agency created by this Agreement in accordance with the Act.

"<u>Board</u>" or "<u>Board of Directors</u>" means the governing body of the Authority as established by this Agreement.

"<u>Bylaws</u>" means the rules and regulations adopted by the Board to implement this Agreement and govern the operation of the Authority as set forth in Section 7.1(g).

"<u>CAA</u>" means the California Assessors' Association, a California mutual benefit, nonprofit corporation, or its successor.

"<u>Coordinating Assessor</u>" means an assessor of a Member Agency as identified in Section 7.1(b)(i).

"Department of Finance" means the California Department of Finance or its successor.

"Director" means a member of the Board of Directors.

"<u>Effective Date</u>" means the date of the commencement of the term of this Agreement as set forth in Section 3.

"Fiscal Year" means July 1 of one year through June 30 of the following year.

"<u>Large County</u>" means a county or city and county with a population of more than 450,000 as determined by the Department of Finance annual population estimates for January 1<sup>st</sup> that is a Member Agency.

"Lead County" means the "Lead County" as defined in Revenue and Taxation Code section 95.60(b)(3). The Lead County shall be the county of the CAA Treasurer unless otherwise designated by the Department of Finance or the Board pursuant to Section 7.3(c).

"<u>Medium County</u>" means a county with a population of 75,001 to 450,000 as determined by the Department of Finance annual population estimates for January 1<sup>st</sup> that is a Member Agency.

"Member Agencies" shall mean more than one of the signatories of this Agreement.

"<u>Member Agency</u>" shall mean one of the signatories of this Agreement.

"<u>Program</u>" means property assessment-related information technology-appropriate projects and programs that may be funded pursuant to Revenue and Taxation Code section 95.60 as it may be amended.

"<u>Small County</u>" means a county with a population of 75,000 or less as determined by the Department of Finance annual population estimates for January 1<sup>st</sup> that is a Member Agency.

# 5. <u>Purpose and Powers of Authority.</u>

(a) <u>Purpose of Authority</u>. The purposes of the Authority are to:

(i) Act as the joint powers authority identified in Revenue and Taxation Code section 95.60 to apply for, manage, expend, and report on the Program and related state grant funds.

(ii) Acquire, purchase, use, operate, repair, maintain, dispose of, administer, and manage information technology developments and projects for use by the Member Agencies and other eligible entities, including the Program.

(b) <u>Powers and Responsibilities of Authority</u>. The Authority shall have such powers as may be necessary to the accomplishment of the purpose and functions of this Agreement, including but not limited to, the following:

(i) All responsibilities and obligations of the "authority" as defined in Revenue and Taxation Code section 95.60(b)(1).

(ii) Adopting and amending policies.

(iii) Engaging personnel, consultants, advisors and independent

contractors.

(iv) Making and entering into contracts, leases, and other agreements, which may include a contract for administrative and fiscal services and a contract with a certified public accountant for audit services.

(v) Applying for, receiving and disbursing, grants, loans or other aids from any private or public agency. Accepting gifts, donations, and other monies made in the public interest to carry out the purposes and functions of the Authority, as set forth in this Agreement

(vi) Establishing and collecting maintenance fees or similar fees to be charged to the Member Agencies and other users of services and programs obtained or provided by the Authority.

(vii) Receiving, collecting, disbursing, and investing funds.

(viii) Purchasing, acquiring, constructing, maintaining, disposing of, and holding title to or other interests in real and personal property.

(ix) Suing and being sued in its own name.

(x) Carrying out and enforcing all of the provisions of this Agreement.

(xi) Exercising the independent, complete and/or supplementary powers of a joint powers agency, as provided by law.

(xii) Other powers and duties incidental to those enumerated herein.

5.2 <u>Manner of Exercise of Powers.</u> The powers of the Authority shall be limited only by the terms of this Agreement, the Act, and applicable law, as amended from time to time. Pursuant to Government Code section 6509, the powers of the Authority are subject to the restrictions upon the manner of exercising such powers of one of its members. The Authority shall exercise its powers in the manner of a general law county unless the Board of Directors designates an alternative Member Agency by resolution. Moreover, the Authority shall exercise its powers in a manner consistent with Revenue and Taxation Code section 95.60, including, but not limited to, ensuring that all interested county assessors will be afforded an opportunity to participate in the Program.

# 6. Membership.

6.1 <u>Initial Members</u>. Any California county or city and county may become a Member Agency by executing the Agreement prior to its Effective Date.

6.2 <u>Subsequent Members</u>. After the Effective Date, any California county or city and county may petition to become a Member Agency by approving this Agreement and with the approval of the Authority Board. The Authority Board may require the potential Member Agency to execute this Agreement and any acknowledgement or similar instrument deemed necessary or advisable by the Board. The Authority shall notify the existing Member Agencies of any new Member Agency.

# 7. Governing Body and Officers.

7.1 Governing Body.

- (a) The Authority shall be governed by the Board of Directors.
- (b) The Board shall be composed of up to the following nine (9) Directors:

(i) The Coordinating Assessor, who shall be an assessor of a Member Agency and appointed each Fiscal Year by a majority vote of the Member Agencies, but may not be the President or Treasurer of CAA. For avoidance of doubt, in the event a Coordinating Assessor is selected from among the existing Directors identified in Section 7.1(b)(iv) - (vi), the selected Coordinating Assessor shall at the start of the Fiscal Year for which they are selected vacate the Director position they previously held and the appointing authority shall select a replacement Director to serve out the balance of the Coordinating Assessor's prior term as a Director identified in Section 7.1(b)(iv) through (vi). The Coordinating Assessor shall be responsible for coordinating the development of the Program with all counties, including any counties that do not become Member Agencies.

- (ii) The President of CAA.
- (iii) The Treasurer of CAA.

(iv) Two (2) Directors appointed by and representing Small Counties. These Directors shall be assessors of Small Counties and shall be elected by a majority vote of the Small Counties unless otherwise specified by the Bylaws or the Small Counties.

(v) Two (2) Directors appointed by and representing Medium Counties. These Directors shall be assessors of Medium Counties and shall be elected by a majority vote of the Medium Counties unless otherwise specified by the Bylaws or the Medium Counties.

(vi) Two (2) Directors appointed by and representing Large Counties. These Directors shall be assessors of Large Counties and shall be elected by a majority vote of the Large Counties unless otherwise specified by the Bylaws or the Large Counties.

(c) Each Director shall serve at the pleasure of their appointing authority. The assessor for each Member Agency shall be the appointing authority for that Member Agency and entitled to cast votes related to Directors on behalf of that Member Agency.

(d) A Director representing a Small, Medium, or Large County shall serve a two-year term and until the appointment of their successor, except as provided for in Section 7.1(h). Member Agencies shall be characterized as a Small, Medium, or Large County prior to each election of Directors. If a Director's Member Agency has been re-characterized based on population changes, the Director may serve the remainder of their term.

(e) Subject to Section 8.3(b)(ii), all the power and authority of the Authority shall be exercised by the Board. The Board may delegate such powers and authority, as the Board deems appropriate to the Coordinating Assessor or the Executive Director.

(f) The Board may act by resolution or motion passed pursuant to the requirements of this Agreement, the Act, and any other applicable law.

(g) The Board may adopt and enforce internal Authority bylaws, policies, rules, and regulations ("Bylaws"). The Bylaws may include procedures for the election and removal of Directors.

(h) Upon the Effective Date, the Board shall be composed of the Directors identified in Section 7.1(b)(ii) and (iii) and those Directors identified in Section 7.1(b)(b)(iv)-(vi) that can be appointed at such time based on the composition of Member Agencies and the number of Small, Medium, and Large Counties participating as Member Agencies. If any Director identified in Section 7.1(b)(b)(iv)-(vi) cannot be appointed on the Effective Date due to the lack of sufficient Member Agencies from Small, Medium, or Large Counties, they may be appointed whenever a seat may be filled based on the number and composition of Member Agencies shall appoint Directors meeting the requirements of this Agreement to serve from January 1, 2023 through June 30, 2023. Beginning on July 1, 2023, the Member Agencies shall appoint Directors meeting the requirements of this Agreement, provided that one (1) of the two (2) Directors identified in Section 7.1(b)(b)(iv)-(vi) representing Small, Medium, and Large Counties, respectively, shall be appointed to serve a one-year term to ensure staggered terms for the Directors representing Small, Medium, and Large Counties.

(i) Directors shall generally serve without compensation and shall be assessors of a county or city and county. A Director may be compensated by their employer for activities related to the Authority. To the extent budgeted, and as provided for by rule, the Board is authorized to pay expenses reasonable and necessarily incurred in the conduct of its business, including travel expenses to attend meetings and conferences related to the business of the Authority.

7.2 <u>Vacancies and Removal.</u> If a person who has been appointed to the Board ceases to be qualified to serve as a Director, their Director seat shall be deemed vacant. Any Director may be removed at any time by the appointing authority or, in the case of Directors appointed pursuant to Section 7.17.1(b)7.1(b)(iv)-(vi), by majority vote of the Member Agencies in the respective group. In addition, a Director seat shall be deemed vacant if a Director has two consecutive, unexcused meeting absences. No person may simultaneously hold more than a single Director seat, and assuming a second Director seat automatically vacates the first Director seat. A vacancy shall be filled in the same manner as the original appointment.

7.3 Officers.

(a) *Chair and Vice Chair*. The Board shall appoint a Chair and a Vice Chair from among its Directors. In the event that the Chair or Vice Chair so appointed resigns from such office or ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board held after such vacancy occurs. The Chair and Vice Chair shall hold office for a period of one (1) year or until a successor is appointed and assumes the office; provided, however, that any Chairs and Vice-Chairs appointed prior to July 1, 2023 shall serve from their appointment until a new Board is seated as set forth in Section 7.1(h).

The Chair, or in the Chair's absence the Vice Chair, shall preside at and conduct all meetings of the Board and execute agreements and other official instruments on

behalf of the Authority. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair.

(b) *Secretary.* The Board may select, appoint, or employ an Authority Secretary, but the Authority Secretary is not required to be a Director. The Authority Secretary shall be responsible for preparation and retention of the minutes and other records of the Authority and shall perform such other duties specified by the Board.

(c) *Treasurer*. The Authority Treasurer shall be the CAA Treasurer as an officer of the Authority unless otherwise specified by the Board and consistent with the Act and Revenue and Taxation Code section 95.60. The Authority Treasurer shall perform such duties as are set forth in this Agreement and any other duties specified by the Board or as required by the Act and other applicable law. Unless specified by the Board, the Authority Treasurer's county treasurer-tax collector shall be the depositary of funds and shall have custody of all money of the Authority, from whatever source. Any disbursements of funds shall be made at the direction of the Authority Treasurer and consistent with this Agreement. Pursuant to Revenue and Taxation Code section 95.60, the Department of Finance may remit Program funds to the Authority Treasurer's county treasurer-tax collector as the lead county. Such funds shall be held and remitted as set forth in this Agreement. The Board may designate an alternative Lead County to the extent permitted by the Act, Revenue and Taxation Code section 95.60 and other applicable law. Any interest earned on Authority funds regardless of where they are held shall be retained by the Authority and used for any lawful purpose of the Authority.

(d) *Auditor/Controller*. The Authority Auditor/Controller shall be the CAA Treasurer as an officer of the Authority unless otherwise specified by the Board and consistent with the Act. The Authority Auditor/Controller shall perform such duties as are set forth in this Agreement and any other duties specified by the Board or as required by the Act and applicable law. The Authority Auditor/Controller may be combined with the Authority Treasurer to the extent permitted by the Act and other applicable law.

(e) *Executive Director.* The Board may appoint an Executive Director who shall serve at the pleasure of the Board. The Executive Director shall be the Chief Executive Officer of the Authority and shall have such duties as may be prescribed by the Board. The Executive Director shall employ such other staff members as necessary to accomplish the Authority's program, consistent with the annual budget. The Executive Director shall be responsible for all projects and property of the Authority and shall file with the Treasurer of the Authority, as required by the Board, an official bond in an amount to be determined by the Board, guaranteeing the faithful performance of his or her duties. In the absence of an Executive Director, the Coordinating Assessor may coordinate any administrative activities of the Authority as directed by the Board.

(f) Officers and Professional Services. The Board may select, appoint, or employ any other officers, or professional and expert services as may be necessary or appropriate to accomplish the purposes of this Agreement, including but not limited to, legal counsel, financial consultants, accountants, engineers, architects, contractors, appraisers and any other consultants and advisors, which may be a corporation, partnership, firm or individual. (g) *Duties.* All officers and staff of the Authority shall serve at the pleasure of the Board, unless the employment status of such officers and staff is otherwise determined by applicable Authority Bylaw or other Board action or by other applicable law. The duties of the various officers and staff shall be established by Bylaws adopted by the Board, by other Board action, or by applicable law.

(h) *Shared Resources.* The Board may contract with a Member Agency, or its officers, to provide necessary administrative or other services to the Authority as appropriate. All personnel employed by the individual Member Agency shall remain employees of their respective Member Agency unless and until the Authority affirmatively employs such personnel pursuant to its powers. No express or implied employment contract between any Member Agency employee and the Authority exists as a result of this Agreement.

7.4 <u>Advisory Committees.</u> The Board may, from time to time, establish advisory committees to investigate and provide advice to the Board on matters of interest. Such committees may be standing committees or ad hoc committees as the Board deems advisable. The Board shall determine the subject matter for the committee, the duration of the committee and its membership, quorum and voting requirements for each committee at the time it is established.

# 8. Organization and Procedures.

### 8.1 Principal Offices.

(a) *Principal Office.* The initial principal business office of the Authority shall be the office of the Coordinating Assessor or as otherwise determined by the Board. The Board may change the principal business office from time to time from one location to another within the jurisdiction of the then current Member Agencies to the Authority. Any change shall be noted by the Authority Secretary, but shall not be considered an amendment to this Agreement.

### 8.2 Meetings.

(a) The Board shall meet at the principal office of the Authority or at such other place as may be designated by the Board and within the Authority's jurisdiction for its regular, special, and emergency meetings; provided, however, that at least one regular meeting shall be held in each year.

(b) The dates upon which, and the hour and place at which, any regular meeting shall be held shall be fixed by resolution of the Board and a copy of such resolution shall be provided to each Director and to the Member Agencies.

(c) Regular, special, and emergency meetings of the Board shall be called and held in the manner as provided in the Brown Act (Government Code title 5, division 2, part 1, chapter 9, commencing at section 54950).

(d) Closed sessions of the Board shall be confidential. However, confidential information from closed sessions may be disclosed to Member Agencies as permitted by

Government Code section 54956.96. The Board may include provisions in its Bylaws to implement this section.

8.3 Quorum and Votes.

(i)

(a) One more than half of the Directors of the Board shall constitute a quorum for the purpose of transacting business.

(b) The affirmative vote of a majority of the Board then present shall be required for the Authority to take action, except:

law: and

where different voting requirements are provided for by applicable

law; and

(ii) approval and amendments of Authority budgets and admission or expulsion of Member Agencies shall require a two-thirds vote of the Board. If the Board is unable to obtain a two-thirds in favor or opposed to an item after three (3) attempts during at least two (2) meetings, the item will be submitted to a special assembly of the Authority. This special assembly shall be composed of the assessor or designee of each Member Agency, and the special assembly shall consider the item which may be approved or disapproved by majority vote of those special assembly members present. The Chair of the Board, or Vice-Chair if the Chair is not present, shall preside over the special assembly. The special assembly shall be a public meeting subject to the Brown Act (Government Code title 5, division 2, part 1, chapter 9, commencing at section 54950). The Authority Secretary shall schedule, prepare the agenda and supporting material for, and otherwise facilitate the special assembly. The agenda for the special assembly shall be posted and sent to each Member Agency at least ten (10) days in advance.

(c) In the absence of a quorum at any meeting of the Board, a majority of the directors present, or the Authority Secretary in the absence of all directors, may adjourn the meeting from time to time without further notice, but no other business may be transacted.

8.4 <u>Authority to Expend Revenues.</u> The Board shall authorize the expenditure of any and all funds of the Authority.

8.5 <u>Minutes.</u> The Authority Secretary shall keep or cause to be kept, at the principal business office, the principal governance office, or such other place as the Board may order, a book or electronic copy of minutes of all meetings of the Board and its committees as required by law, with the time and place of holding, whether regular or special, and if special how authorized, the notice thereof given, the names of those present at the meetings, and the proceedings thereof. As soon as practicable after each meeting, the Authority Secretary shall cause a copy of the minutes to be forwarded to each Director of the Board, and to the Member Agencies.

# 9. <u>Financial Provisions.</u>

9.1 <u>Funding</u>. Prior to January 1 of each year, the Board shall adopt a preliminary budget for the following Fiscal Year, which shall identify all maintenance or similar fees to be imposed on Member Agencies. Prior to July 1 of each year, the Board shall adopt a final budget

for the Fiscal Year. Each Member Agency shall be provided with a copy of the proposed budget no later than February 1 of each year so that the Member Agency shall have the opportunity to review the proposed budget and submit comments on it to the Authority.

Contributions, in the form of maintenance or similar fees for on-going maintenance and implementation of the Program, may be imposed on Member Agencies as determined by the Board. No initial contributions or funding shall be required of the Member Agencies to join the Authority or to develop the Program which shall be funded as set forth in Revenue and Taxation Code section 95.60. In addition, the Board shall not impose maintenance fees or similar fees as provided in this Section 9.1 to the extent that the Authority has Program funds or other state funds in hand, or such funds could be obtained in a timely manner to fund desired operations.

9.2 <u>Accounting.</u> The Authority shall maintain strict accountability of all funds, receipts and expenses, and shall keep and maintain appropriate records and accounts of all funds, receipts and expenses under this Agreement in accordance with generally accepted accounting practices for California public agencies and the requirements of the Act. The Authority shall allow any Member Agency, or any of its employees, accountants, attorneys or agents to review, inspect, copy and audit any such records and accounts.

9.3 <u>Audit.</u> The records and accounts of the Authority shall be audited, at the intervals required by law, by an independent certified public accountant and copies of such audit reports shall be filed with the State and each Member Agency pursuant to the requirements of law and the agreement of the Member Agencies.

9.4 <u>Expenditures.</u> The Board shall establish and comply with a system and procedure for the review and approval of Authority expenditures and claims and the drawing and signing of Authority warrants or checks. All expenditures shall be consistent with the approved budget, except as otherwise determined by the Board.

9.5 <u>State Reporting.</u> Without limiting any obligation of the Authority, the Authority shall prepare, submit, and report on all Program funding as required by Revenue and Taxation Code section 95.60 and other applicable law.

# 10. Debts, Liabilities, Obligations.

10.1 Of the Authority. Pursuant to Government Code section 6508.1, except as to liabilities to a public retirement system, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any Member Agency. Provided, however, if the Member Agencies are, under applicable law, held liable for the negligent acts or omissions of the Authority occurring in the performance of this Agreement, the Member Agencies shall be entitled to contribution from each of the other Member Agencies so that after said contribution each Member Agency shall bear an equal share of such liability.

10.2 <u>Retirement Benefits.</u> The Authority shall not participate in, become a member in, or otherwise join any "public retirement system" as defined in Government Code section 6508.1.

# 11. Indemnity and Hold Harmless.

11.1 <u>General.</u> The Authority shall indemnify, defend, and hold harmless the Member Agencies, their officers, agents and employees, from and against any and all claims and losses whatsoever occurring or resulting to persons, firms or corporations furnishing or supplying work, services, materials or supplies to the Authority in connection with the performance of the Agreement, and, except as expressly provided by law, from any and all claims and losses accruing or resulting to any persons, firm or corporation, for damage, injury or death arising out of or connected with the Authority's performance of its obligations under this Agreement.

11.2 <u>Insurance</u>. As determined by the Board, the Authority shall maintain membership in one or more insurance pooling joint powers agencies established pursuant to the Act for purposes of workers compensation, public liability, and property insurance, and shall establish and maintain such self-insurance retention or other reserves as are required by said agencies. The Board may in its discretion obtain insurance from other sources provided that the Board determines that the other source provides adequate coverage for the Authority and Member Agencies.

11.3 <u>Survival</u>. These defense, indemnification, and hold harmless obligations shall survive and continue in full force and effect after withdrawal of any Member Agency from this Agreement or termination of this Agreement for any reason with respect to any negligent acts, errors or omissions that occurred before the date of such withdrawal or termination.

### 12. <u>Termination and Withdrawal.</u>

12.1 <u>Termination</u>. The Agreement may be terminated with notice of termination from two-thirds of the Member Agencies. Upon receipt of such notice, the Board shall promptly wind-down the affairs of the Authority, including satisfying existing liabilities and distributing any remaining property or assets.

12.2 <u>Withdrawal.</u> Any Member Agency may withdraw from the Authority effective at the beginning of a Fiscal Year with at least ninety (90) days' written notice to the Authority. Any withdrawing Member Agency shall have paid any owed maintenance fees or other debts to the Authority and shall be responsible for its proportional share of any debts or liabilities of the Authority existing as of the date of withdrawal, including any unknown or unasserted claims. Without limiting the foregoing, Member Agencies may not withdraw from the Authority during the pendency of litigation where the Authority is a defendant or real party-in-interest without approval of the Board.

12.3 <u>Expulsion</u>. The Board may expel a Member Agency for cause, including the nonpayment of maintenance or similar fees, after providing the Member Agency with a reasonable time period to cure such breach. Such Member Agencies shall remain responsible for any owed maintenance fees or other debts to the Authority and shall be responsible for its proportional share of any debts or liabilities of the Authority existing as of the date of expulsion, including any unknown or unasserted claims, in the same manner and to the same extent as other Member Agencies pursuant to Section 10.1. Expelled Member Agencies shall not be entitled to any share of the Authority's assets or properties in the event of a future termination, including any use or similar license for Authority intellectual property. 12.4 <u>Disposition of Property Upon Termination</u>. Upon termination of this Agreement, the assets and property of the Authority shall be distributed as determined by the Board of Directors provided that each Member Agency shall receive a non-exclusive license to use any intellectual property developed by the Authority for the Program or otherwise to the extent provided in any such agreement executed by the Authority.

13. <u>Conflict Resolution</u>. The Member Agencies agree that any and all disputes, claims or controversies between the Member Agencies arising out of or relating to performance of this Agreement, the Member Agencies will first meet and confer and attempt to resolve the dispute through informal or formal mediation.

# 14. General Provisions.

14.1 <u>Integration.</u> This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the Member Agencies concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

14.2 <u>Headings.</u> The section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

14.3 <u>Consents.</u> Whenever any consent and/or approval is required under this Agreement from any Member Agency, said consent and/or approval shall not be unreasonably withheld.

14.4 <u>Construction and Interpretation.</u> It is agreed and acknowledged by the Member Agencies that this Agreement has been arrived at through negotiation, and that each Member Agency has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting Member Agency shall not apply in construing or interpreting this Agreement.

14.5 <u>Waiver</u>. The waiver at any time by any Member Agency of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

14.6 <u>Remedies Not Exclusive.</u> The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either Member Agency of any remedy under this Agreement shall be without prejudice to the enforcement of any other remedy.

14.7 <u>Severability.</u> The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Should the participation of any Member Agency to this Agreement be decided by the courts to be illegal or in excess of that Member Agency's authority or in conflict with any law, the validity of the Agreement as to the remaining Member Agencies shall not be affected thereby.

14.8 <u>Successors and Assigns.</u> Except as otherwise provided by law, the rights and duties of the Member Agencies under this Agreement shall not be assigned or delegated without the prior written consent of the other Member Agency. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect, and may be subject to such additional reasonable conditions of approval imposed by the Member Agency approving the assignment or delegation.

14.9 <u>No Third Member Agency Beneficiaries.</u> This Agreement shall not be construed to create any third Member Agency beneficiaries. This Agreement is for the sole benefit of the Member Agencies, and their permitted successors, transferees and assignces, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.

14.10 <u>Amendment.</u> This Agreement may be modified or amended only by a subsequent written agreement approved by two-thirds of the Member Agencies. The amended Agreement shall take effect on the first day of the month following the Authority's receipt of notice of approval by two-thirds of the Member Agencies, unless otherwise stated in the amendment, and once effective shall apply to all Member Agencies regardless of whether a particular Member Agency approved the amendment. Refusal to execute or comply with the amended Agreement shall be a basis for expulsion of the Member Agency.

14.11 <u>Governing Law.</u> Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

14.12 <u>Notice.</u> Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed to the Authority at its principal office and to each Member Agency at the address provided by such Member Agency for this purpose. Each Member Agency shall establish and amend its address by notifying the Chair of the Board. The Chair of the Board shall provide updated contact information to the Member Agencies as necessary. Any notice or other communication served by personal delivery shall be deemed received when actually delivered. Any notice or other communication shall be deemed received three (3) days after deposit in United States mail, postage prepaid, return receipt requested.

14.13 <u>Counterparts.</u> This Agreement may be executed by the Member Agencies in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

# [signature pages follow]

**IN WITNESS WHEREOF**, the Member Agencies hereto have executed this Joint Exercise of Powers Agreement as of the date last executed as set forth below.

COUNTY OF \_\_\_\_\_

By:\_\_\_\_\_ [insert name] Its:\_\_\_\_\_

APPROVED AS TO FORM:

By:\_\_\_\_\_\_ [insert name] Its:\_\_\_\_\_\_

# EXHIBIT A

## **PROPOSAL TO THE STATE OF CALIFORNIA**

The California Assessors' Association [CAA] has worked to improve and modernize the way Californians interact with Assessor's Offices. We have created a JPA that shares certain services to allow efiling of business property statements and downloading required forms. To improve and build on these successes, we request a one-time General Fund grant of \$60 million that would be available for expenditure through 2024-25. Our vision is to create a JPA model to deliver: easy-to-use, fast, dependable and secure public services; common technology solutions that are easy to use across counties; and a customer-focused portal for government services that makes it easier for members of the public to find information and complete transactions. The funds would be used for the following initiatives:

# **Proposition 19 Portal**

The passage of Proposition 19 in November 2020 created new requirements for filing documents, certifying values across counties, and reporting to the State. California Assessors have expended hundreds of hours developing procedures to efficiently process application for base year value transfers. As a result, we have concluded that we need a clearinghouse, or portal, that will provide easy access for taxpayers to obtain and file the required forms, easy access for Assessor staff to communicate with one another about information needed to process an application, and to develop reports for State Agencies such as the Board of Equalization and California Department of Tax and Fee Administration. The LAO estimated increased costs for counties by tens of millions of dollars per year in their analysis of the Proposition. This project attempts to streamline required activities and mitigate some of the costs.

# **Exemptions E-filing**

Building on the success of the SDR/eSDR business property statement filing system, we would like to add the potential for on-line filing for exemptions. There are dozens of available exemptions and most require annual filing. Assessors expend valuable resources mailing out thousands of exemption forms annually.

This project would provide for online filing and reduce lost paperwork and expenses. Part of the project would include digital signatures. Non-Residential Sales Database

State Law currently allows assessors to share market data. Market data is critically needed when valuing complex, income-producing properties. A significant portion of the time spent on those assignments is used to gather data, quite often from other counties.

This project would create a statewide database of information needed to value complex, income-producing properties. It continues to build on the partnerships developed by county assessors and will improve efficiency on some of the most difficult valuation assignments.

Megabyte Counties Unified Application and Database Framework

Thirty-six California Counties currently use the Megabyte Property Tax System. While most of the assessment work is handled within the existing modules that Megabyte has created, there continue to be needs that are not being met with the existing system. This has led most counties to rely on 'home-grown' applications or databases to capture that additional data and generate the necessary reports to meet both local and state mandated requirements.

We propose the creation and management of a unified application and database framework. This could best be accomplished by a JPA of the Megabyte County Assessors. The JPA would create an application whose database architecture can be structured in a way to easily scale up or down. Depending on their needs, this template could be easily altered and shared with the members of the JPA when new legislation is passed that would require a change to the application or database structure.

Creating this unified platform would greatly reduce the total number of dollars and staff hours being expended statewide on 'home grown' and often antiquated systems. This would also allow for a more uniform method of tracking and reporting on the data collected by staff.

Automatic Enrollment of Certain Changes in Ownership

In keeping with the presumption contained in Title 18 of the California Code of Regulations, Rule 2, the sale prices of transfers are only rarely rebutted. In Los Angeles County, only 0.2% of residential properties (for which an appraisal was performed by an appraiser) have been rebutted since 2005.

With support from automated valuation models, a significant number of transfers can be reassessed with little or no human interaction (i.e., auto-enrolled). This project would use the latest in machine learning and GIS technology to build a statewide sale price validation application for single family residential (including condos) and smaller multi-family residential properties that can be used by all counties to automatically enroll those reassessable events. While some counties may already have transfer auto-enrollment applications in use, leveraging newer technologies will help improve these applications and expand their scope to multi-family residential properties.

# Summary

One-time funding is well suited for technological initiatives. The CAA envisions the bulk of the funding being used to improve systems that serve all or most of the 58 California Counties. If there are additional funds available, individual counties could compete for funding to help modernize their office, which may include scanning files or other activities that are technological in nature and are one-time expenses.

By their very nature, technology projects take time. This is a request for one-time funding that can be expended over two or three fiscal years to allow for development time. Solutions will be prioritized by CAA and its Shared Services JPA. It is expected that the county match will be covered by each county's ongoing expenses to maintain the system.

The California Assessors' Association respectfully requests funding for technology initiatives as follows:

Term:One Year [with the opportunity expend the funds over a 2-3 yearperiod.Funding Amount:\$60 millionCounty Match:Ongoing maintenance costs

# EXHIBIT B

## **DEVELOPMENT PROJECTS (OVERVIEW)**

### **Project 1 – Proposition 19 portal**

- Initial Planning & Analysis
- Website Fundamentals Design & Setup
- Website Database Basics
- Website Construction
- Website Intelligence Business Rules & Logic
- Create Smart fillable PDFs
- Create Smart county header customization
- Quality review, testing and implementation

### **Project 2 – Exemptions e-Forms**

- Planning, Analysis & Design
- Website online forms framework
- Website Database expansion to collect and distribute forms data
- Website forms construction
- Website adjustments
- HTML to PDF conversion engine
- Develop format for standard data record

### Project 3 – Non-Residential/Commercial Database

# **Project 4 – Megabyte Counties Unified Application**

### **Project 5 – Automatic Enrollment**



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

# REGULAR AGENDA REQUEST

💻 Print

MEETING DATE November 8, 2022

#### **Departments: Behavioral Health**

TIME REQUIRED

SUBJECT

Addendum to Memorandum of Understanding with Blue Cross Partnership Plan, Inc. PERSONS APPEARING BEFORE THE BOARD

### AGENDA DESCRIPTION:

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

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.

### **RECOMMENDED ACTION:**

Approve County entry into addendum to November 14, 2014, MOU with Blue Cross Partnership Plan, Inc. and authorize Behavioral Health Director to execute said addendum on behalf of the County. Provide any desired direction to staff.

### FISCAL IMPACT:

None.

### CONTACT NAME: Robin Roberts

PHONE/EMAIL: 760-924-1729 / rroberts@mono.ca.gov

### **SEND COPIES TO:**

dmurray@mono.ca.gov jworkman@mono.ca.gov

### MINUTE ORDER REQUESTED:

VES 🗆 NO

### **ATTACHMENTS:**

Click to download

- **Staff Report**
- **Anthem BC MOU Addendum**
- Anthem BC MOU

#### History

Time

10/25/2022 9:44 AM	County Counsel	Yes
11/2/2022 1:48 PM	Finance	Yes
	County Administrative Office	



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT



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

TO: Mono County Board of SupervisorsFROM: Robin Roberts, Mono County Behavioral Health, DirectorDATE: November 8, 2022

### SUBJECT:

Proposed Addendum to Memorandum of Understanding with Blue Cross Partnership Plan, Inc.

### **RECOMMENDED ACTION:**

Approve County entry into proposed addendum and authorize Behavioral Health Director to execute said addendum on behalf of the County. Provide any desired direction to staff.

### **DISCUSSION:**

The proposed Addendum would amend the current July 15, 2014, Memorandum of Understanding (MOU) between Mono County Behavioral Health and Blue Cross of California Partnership Plan, Inc. The purpose of the Addendum is to add language addressing the CalAIM Data Sharing Authorization Guidance dated March 2022, which sets out specific guidance that supports data sharing between Managed Care Plans (MCPs), health care providers, communitybased social and human services providers, local health jurisdictions, and county and other public agencies that provide services and managed care under CalAIM.

### FISCAL IMPACT:

There is no fiscal impact related to this MOU.

### SUBMITTED BY:

Danielle Murray, Fiscal & Technical Specialist ,760.924.4637

## MONO COUNTY ADDENDUM NO 2

## ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MONO AND BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)

This Addendum is made and entered into as of this 12 day of September 2022, by and between the MHP of Mono County (hereinafter, referred to as "MHP"), a political subdivision of the State of California, Division of Behavioral Health Services, and Blue Cross of California Partnership Plan, Inc. (hereinafter, referred to as "Anthem").

WHEREAS, Anthem and County of Mono are parties to a Memorandum of Understating (the "*MOU*") dated November 14, 2014.

WHEREAS, the Department of Health Care Services ("DHCS") issued CalAIM Data Sharing Authorization Guidance dated March 2022, setting out specific guidance that supports data sharing between Managed Care Plans (MCPs) health care providers, community-based social and human service providers, local health jurisdictions, and county and other public agencies that provide services and managed care under CalAIM. <u>https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance.pdf</u>

NOW, THEREFORE in consideration of foregoing, the MOU shall be amended as follows:

1. That Section six (6.) EXCHANGE OF PROTECTED HEALTH INFORMATION shall be updated with the following new language to be consistent with the guidance of the CalAIM Data Sharing Authorization Guidance. To the extent the language provided in Section (6), conflicts with the specific guidance contained in the CalAIM Data Sharing Authorization Guidance, CalAIM Data Sharing Authorization Guidance shall control:

CATEGORY	МНР	ANTHEM
Exchange of Protected Health	1. Parties acknowledge	1. Parties acknowledge
Information / Data Exchange	PROVIDER is a HIPAA	PROVIDER is a HIPAA
	Covered Entity, and that	Covered Entity, and that
	with respect to Covered	with respect to Covered
	Services as outlined in	Services as outlined in
	Original MOU, PROVIDER	Original MOU, PROVIDER
	provides such services as a	provides such services as a
	HIPAA Covered Entity, and	HIPAA Covered Entity, and
	is responsible for any data	is responsible for any data
	collected in that capacity.	collected in that capacity.
	PROVIDER acknowledges	PROVIDER acknowledges
	it is solely responsible for	it is solely responsible for
	its compliance with	its compliance with
	HIPAA.	HIPAA.

2. Capitalized terms used in this Amendment and not otherwise defined herein shall have the same meaning in the MOU. All other terms and conditions of the MOU not inconsistent with this Amendment shall remain in effect

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth beneath their respective signatures.

Blue Cross of California Partnership Plan, Inc. (Anthem):	County of Mono:	
Signature:	Robin Roberts (Sep 13, 2022 14:55 PDT)	Sep 13, 2022
	INSERT NAME	Date
Print Name: Les Ybarra	Mono County Behavioral Health	
Title: President		
Date: <u>9/20/2022</u>		
	Approved for Contract Policy Comp	
	<u> </u>	S <u>ep 13, 2022</u>
		Date

Approved as to Form, County Counsel by:

Christopher Beck

Sep 12, 2022

Date

#### MEMORANDUM OF UNDERSTANDING For Coordination of Services BETWEEN MONO COUNTY DIVISION OF BEHAVIORAL HEALTH PLAN AND Blue Cross of California Partnership Plan, Inc.

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into as of this day 15 July, 2014, by and between the County of Mono, a political subdivision of the State of California, on behalf of Mono County Behavioral Health Services State contracted Mental Health Plan (hereinafter referred to as MHP) and Blue Cross of California Partnership Plan, Inc (ANTHEM) in order to implement certain provisions of Title 9 of the California Code of Regulations, Chapter 11 (Medi-Cal Specialty Mental Health Services). This MOU may be terminated by either party by giving at least 10 days written notice to the other party.

Written notices under this MOU will be to the following:

Mono County Behavioral Health Services Managed Care Address: <u>P.O. Box 2619</u> City, State, Zip: <u>Mammoth Lakes</u>, CA 93546

Anthem Blue Cross One WellPoint Way Thousand Oaks, CA 91362

ANTHEM

Anthem Blue Cross is part of the Local Initiative Health Plan or the Commercial Health Plan for the County of Mono (the "Service Area") and has contracted with the California Department of Health Care Services and ANTHEM to arrange and coordinate services for the provision of Medi-Cal managed care services to those Medi-Cal beneficiaries who are assigned to or enrolled with ANTHEM in the Service Area.

The MHP of Mono contracts with the California Department of Mental Health to provide medically necessary specialty mental health services to the Medi-Cal beneficiaries of Mono County. The Mental Health Plan and the California Department of Mental Health work collaboratively to ensure timely and effective access to Medi-Cal Mental Health Services.

The purpose of this MOU is to describe the responsibilities of the MHP and ANTHEM in the delivery of specialty mental health services to ANTHEM members served by both parties. It is the intention of both parties to coordinate care between providers of physical and mental health care. All references in the MOU to "Members" are limited to the ANTHEM Members. There will be no exchange of funds between ANTHEM and the MHP.

Nothing contained herein shall add to or delete from the services required by each party under its agreement with the State of California. The MHP and ANTHEM agree to perform their required services under their respective agreements with the State of California, to the extent not inconsistent with laws and regulations.

The Department of Health Care Services may sanction a mental health plan pursuant to paragraph (one) of subdivision (e) of Section 5775 for failure to comply with the requirements of Welfare & Institution Code, Section 5777.5

County of Mono ANTHEM: On Behalf of Behavioral Health Services State Contracted Mental Health Plan ("MHP")

Ву Date

Blue Cross of California Partnership Plan, Inc.

Date

Mono Coupy Counsel Office Dated: 7/15/14 -----

Page 2 of 17

## MEMORANDUM OF UNDERSTANDING MENTAL HEALTH Plan (MHP) MENTAL HEALTH SERVICES PROGRAM AND

(0)

# ANTHEM BLUE CROSS (ANTHEM)

CATEGORY	Mental Health PLAN (MHP)	ANTHEM
<ol> <li>Basic Requirements</li> <li>Mental Health</li> </ol>	<ol> <li>MHP agrees to address policies and procedures with the ANTHEM that cover: -management of the members care, including – but not limited to the following: -screening assessment and referrals - medical necessity determination -care coordination and -exchange of medical information.</li> <li>MHP is responsible for providing</li> </ol>	<ol> <li>ANTHEM agrees to address policies and procedures with the MHP that cover: -management of the members care, including but not limited to the following: -screening assessment and referrals - medical necessity determination -care coordination and -exchange of medical information.</li> </ol>
Covered Services	<ol> <li>INTP is responsible for providing ANTHEM members with outpatient mental health benefits for members with significant impairment in functions that meet the medical necessity criteria. See Attachment 1: Mental Health Services Description Chart for Medi-Cal Managed Care Members.</li> <li>Conditions that the Diagnostic and Statistical Manual (DSM) identifies as relational problems (e.g. couples counseling, family counseling for relational problems) are not covered as part of the new benefit by the MHP or by ANTHEM.</li> <li>All services must be provided in a culturally and linguistically appropriate manner</li> </ol>	<ol> <li>ANTHEM is obligated to cover and pay for mental health assessments of ANTHEM's members with potential mental health disorders. This new requirement is in addition to the existing requirement that PCPs offer mental health services within their scope of practice.</li> <li>ANTHEM is responsible for providing members with outpatient mental health benefits for members with mild to moderate impairment of mental, emotional, or behavioral functioning resulting from any mental health condition defined by the current <i>Diagnostic and Statistical Manual</i> (<i>DSM</i>) that is also covered according to State regulations.</li> <li>ANTHEM will be responsible for providing these services when medically necessary and provided by PCPs or licensed mental health professionals in Anthem's provider network within the scope of their practice. See Attachment 1: Mental Health Services Description Chart for Medi-Cal Managed Care Members.</li> <li>Conditions that the DSM identifies as relational problems (e.g. couples counseling, family counseling for relational problems) are not covered as part of the new benefit by ANTHEM nor</li> </ol>

\*http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1-0&VR=2.0&SP=CCR-1000

CATEGORY	Mental Health PLAN (MHP)	ANTHEM
		by the MHP. 5. All services must be provided in a culturally and linguistically appropriate manner.
3. Oversight Responsibilities	<ul> <li>a. MHP's Administrative Staff is the Liaison that will be responsible for notifying its network providers and relevant staff of their roles and responsibilities in the management of this MOU.</li> <li>b. MHP will have staff participate on an oversight team comprised of representatives from both ANTHEM and the MHP who will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of this MOU.</li> <li>c. MHP will also have staff participate on a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. The MHP and ANTHEM may determine the composition of the multidisciplinary teams.</li> <li>d. The MHP and ANTHEM oversight teams and multidisciplinary teams may be the same teams.</li> <li>e. MHP Liaison will provide ANTHEM with an updated list of approved MHP providers, specialists and mental health care centers in the county. This information is also available on the MHP's managed care website.</li> </ul>	<ul> <li>a. ANTHEM has direct contracts with its licensed mental health professionals (LMHP) network and will be responsible for notifying their LMHPs and relevant staff of their roles and responsibilities.</li> <li>b. ANTHEM has a Public Programs Administrator/liaison that will participate on an oversight team comprised of representatives from both MHP and ANTHEM who will be responsible for program oversight, quality improvement, problem and dispute resolution as well as management of the of this MOU.</li> <li>c. ANTHEM will also have staff participate on a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. ANTHEM and MHP may determine the composition of the multidisciplinary teams.</li> <li>d. ANTHEM and the MHP oversight teams and multidisciplinary teams may be the same teams.</li> <li>e. ANTHEM Liaison will provide MHP with an updated list of its LMHPs and specialists.</li> </ul>
4 Screening, Assessment and Referral	<ul> <li>a. MHP accepts referrals from ANTHEM Staff, providers and members' self- referrals for determination of medical necessity for specialty mental health services. Medical necessity for specialty mental health services is defined at Title 9, CCR, Sections 1820.205*, 1830.205* and 1830.210*.</li> <li>b. If it is determined by Anthem's LMHP that the member may meet specialty mental health services medical necessity criteria, the Anthem LMHP refers the</li> </ul>	<ol> <li>ANTHEM is responsible for the screening, assessment and referrals, including agreed upon screening and assessment tools for use in determining if ANTHEM or the MHP will provide mental health services.</li> <li>ANTHEM accepts referrals from MHP staff, providers, and members' self- referral for assessment, makes a determination of medical necessity for outpatient services, and provides referrals within ANTHEM's LMHP</li> </ol>

\*http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&SP=CCR-1000

CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	member to the MHP for further assessment and treatment. C. MHP providers will refer ANTHEM members to their identified PCP for medical and non-specialty mental health conditions that would be responsive to appropriate physical health care.	<ul> <li>network. Medical necessity means reasonable and necessary services to protect life, to prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness, or injury.</li> <li>When determining the medical necessity of covered services for a Medi-Cal beneficiary under the age of 21, "medical necessity" is expanded to include the standards set forth in Title 22 CCR Sections 51340* and 51340.1*.</li> <li>ANTHEM PCP's will refer ANTHEM members to an ANTHEM LMHP for: <ol> <li>An assessment to confirm or arrive at a diagnosis and treatment (except in emergency situations or in cases when the beneficiary clearly has a significant impairment that the member can be referred directly to the MHP).</li> <li>If it is determined by the ANTHEM LNHP that the member may meet the Specialty Mental Health Services (SMHS) medical necessity criteria, the ANTHEM LMHP refers the member to the MHP for further assessment and treatment.</li> </ol></li></ul>
		<ul> <li>When an ANTHEM member's condition improves under SMHS and the ANTHEM LMHP and MHP coordinate care, the ANTHEM member may return to the ANTHEM LMHP.</li> <li>Primary care mental health treatment includes: <ul> <li>a. Basic education, assessment, counseling and referral and linkage to other services for all ANTHEM members</li> <li>b. Medication and treatment for <ul> <li>i. Mental health conditions that would be responsive to physical healthcare-</li> </ul> </li> </ul></li></ul>

CATEGORY	Mental Health PLAN (MHP)	ANTHEM
		based treatment ii. Mental health disorders due to a general medical condition iii. Medication-induced reactions from medications prescribed by physical health care providers.
5. Care Coordination	<ol> <li>When medical necessity criteria are met and services are approved by the MHP, the MHP and contracted providers will provide hospital based specialty mental health ancillary services, which include, but are not limited to Electroconvulsive therapy (ECT) and magnetic resonance imaging (MRI) that are received by an ANTHEM member admitted to a psychiatric inpatient hospital other than routine services. Per Title 9, CCR, Article 3, Section 1810.350*.</li> </ol>	<ol> <li>ANTHEM must cover and pay for medically necessary laboratory, radiological, and radioisotope services described in Title 22, CCR, Section 51311*. ANTHEM will cover related services for Electroconvulsive Therapy (ECT) such as anesthesiologist services provided on an outpatient basis. Per MMCD Policy Letter No. 00-01 REV.</li> <li>ANTHEM will cover and pay for all medically necessary professional services to meet the physical health care needs of the members who are admitted to the psychiatric ward of a general acute care hospital or to a freestanding licensed psychiatric inpatient hospital or Psychiatric Health Facility (PHF). These services include the initial health history and physical assessment required within 24 hours of admission and any medically necessary physical medicine consultation. Per MMCD Policy Letter No. 00-01 REV.</li> <li>ANTHEM is not required to cover room and board charges or mental health services associated with an ANTHEM member's admission to a hospital or inpatient psychiatric facility for psychiatric inpatient services. Per MMCD Policy Letter No. 00-01 REV.</li> </ol>
5.a. Laboratory, Radiological and Radioisotope Services	<ol> <li>For any member needing laboratory, radiological, or radioisotope services when necessary for the diagnosis, treatment or monitoring of a mental health condition MHP will utilize the list of ANTHEM contract providers.</li> </ol>	<ol> <li>ANTHEM will cover and pay for medically necessary laboratory, radiological and radioisotope services when ordered by the MHP for the diagnosis, treatment or monitoring of a mental health condition (and side effects resulting from medications prescribed to treat the mental health</li> </ol>

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CATEGORY	Mental Health PLAN (MHP)	ANTHEM
5.b. Home Health Agency	1. MHP shall cover and pay for medication	<ul> <li>diagnosis) as described in Title 22, CCR Section 51311* and MMCD Policy Letter No. 00-01 REV.</li> <li>2. ANTHEM will coordinate and assist the MHP in the delivery of laboratory radiological or radioisotope services.</li> <li>3. A list of ANTHEM contracted providers is available on-line.</li> <li>4. ANTHEM will provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services.</li> <li>1. ANTHEM will cover and pay for prior</li> </ul>
Services	support services, case management, crisis intervention services, or any other specialty mental health services as provided under Section 1810.247*, which are prescribed by a psychiatrist and are provided to an ANTHEM member who is homebound. MHP will collaborate with ANTHEM on any specialty mental health services being provided to an ANTHEM member.	<ul> <li>authorized home health agency services as described in Title 22, CCR, Section 51337* prescribed by an ANTHEM provider when medically necessary to meet the needs of homebound ANTHEN members. ANTHEM is not obligated to provide home health agency services that would not otherwise be authorized by the Medi-Cal program.</li> <li>2. ANTHEM will refer members who may be at risk of institutional placement to the Home and Community Based services (HCBS) Waiver Program if appropriate.</li> </ul>
5.c. Pharmaceutical Services and Prescribed Drugs	<ol> <li>The MHP list of contracted network providers is available on line.</li> <li>MHP providers will prescribe and monitor the effects and side effects of psychotropic medications for ANTHEM members under their treatment</li> <li>MHP will coordinate with ANTHEM representatives to ensure that psychotropic drugs prescribed by MHP providers are included in the ANTHEM formulary and/or available for dispensing by ANTHEM network pharmacies unless otherwise stipulated by state regulation.</li> <li>MHP will inform MHP providers regarding process and procedure for obtaining prescribed medications for ANTHEM members</li> <li>MHP providers will utilize ANTHEM</li> </ol>	<ol> <li>ANTHEM will:         <ul> <li>Allow MHP credentialed providers access to pharmacy and laboratory services as specialty providers</li> <li>A list of participating pharmacies, laboratories, drug formulary, and authorization of procedures are available on line.</li> <li>Consider recommendations from MHP for utilization management standards for mental health pharmacy and laboratory services</li> <li>Provide the process for obtaining timely authorization and delivery or prescribed drugs and laboratory services to the MHP</li> </ul> </li> </ol>
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CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	administration and management of psychotropic medications. 6. MHP will assist ANTHEM in the utilization review of psychotropic drugs prescribed by out-of-network psychiatrists. 7. MHP will share with ANTHEM a list of non-psychiatrist MHP providers contracted to provide mental health services in areas where access to psychiatrists is limited on a quarterly basis.	<ul> <li>ANTHEM</li> <li>process or formulary for dispensing by ANTHEM network pharmacies unless otherwise stipulated by state regulation.</li> <li><i>(See the Medi-Cal provider manual for Drugs Excluded from ANTHEM Coverage http://files.medi- cal.ca.qov/pubsdoco/manuals_menu.as</i></li> <li>g.). ANTHEM will apply utilization review procedures when prescriptions are written by out-of-network psychiatrists for the treatment of psychiatrists for the treatment of psychiatrists will be filled by ANTHEM will provide members written by out-of-network psychiatrists will be filled by ANTHEM metwork pharmacies</li> <li>b. ANTHEM will provide members with the same drug accessibility written by out-of-network psychiatrists as in-network providers</li> <li>c. ANTHEM will not cover and pay for mental health drugs written by out-of-network physicians who are not psychiatrists unless these prescriptions are written by non-psychiatrists contracted by the MHP to provide mental health services in areas where access to psychiatrists is limited. Per MMCD Policy Letter No. 00- 01 REV.</li> <li>ANTHEM PCPs will monitor the effects and side effects of psychotropic medications prescribed for those members whose psychiatric conditions are under their treatment.</li> <li>Reimbursement to pharmacies for new psychotropic drugs classified as antipsychotics and approved by the FDA will be made through the MHP whether these drugs are provided by a pharmacy contracting with ANTHEM or by an MHP pharmacy. Per MMCD Policy Letter No. 00-01 REV.</li> </ul>
5.d, Service	1. For any member needing prescribed	1. ANTHEM will authorize medical
Authorizations	drugs and laboratory services when	assessment and/or treatment services

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CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	<ul> <li>necessary for the treatment or monitoring of a mental health condition, MHP will utilize the list of ANTHEM contracted providers found on their website.</li> <li>2. MHP will authorize treatment services by MHP providers who are credentialed and contracted with MHP for services that meet SMHS medical necessity criteria.</li> </ul>	<ul> <li>by ANTHEM LMHPs who are credentialed and contracted with ANTHEM for covered medically necessary services.</li> <li>2. ANTHEM will inform PCPs that they may refer members to the MHP for specialty mental health services.</li> <li>3. ANTHEM contracted providers can be found on the website.</li> </ul>
5.e. Nursing and Residential Facility Services	<ol> <li>MHP will arrange and coordinate payment for nursing facility services, i.e., augmented Board and Care (ABC), Skilled Nursing Facility (SNF), Institution for Mental Disease (IMD), etc., for members who meet medical necessity criteria and who require a special treatment program [Title 22, California Code of Regulations (CCR), Section 51335(k)*]</li> <li>MHP's provide medically necessary specialty mental health services, typically visits by psychiatrists and psychologists.</li> </ol>	<ol> <li>ANTHEM will arrange and pay for nursing facility services for ANTHEM members who meet the medical necessity criteria per Title 22, CCR, Section 51335*.</li> <li>ANTHEM will arrange for disenrollment from managed care if the member needs nursing services for a longer period of time.</li> <li>ANTHEM will pay for all medically necessary DHCS contractually required Medi-Cal covered services until the disenrollment is effective.</li> </ol>
5.f. Developmentally Disabled Services	<ol> <li>MHP will refer members with developmental disabilities to the Local Regional Center for non-medical services such as respite, out-of-home placement, supportive living, etc., if such services are needed.</li> <li>MHP has a current list of names, addresses and telephone numbers of local providers, provider organizations, and agencies that is available to an ANTHEM member when that member has been determined to be ineligible for MHP covered services because the member's diagnosis is not included in CCR, Title 9 1830.205(b)(1)*.</li> </ol>	<ol> <li>ANTHEM and ANTHEM providers will refer members with developmental disabilities to the local Regional Center for non-medical services such as respite, out-of-home placement supportive living, etc., if such services are needed.</li> <li>ANTHEM will maintain a current MOU with the Regional Center</li> </ol>
6. Exchange of Protected Health Information	<ol> <li>MHP will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:</li> <li>HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>LPS / W &amp; I Code Sections 5328- 5328.15</li> <li>45 C.F.R. Part 2</li> <li>HITECH Act (42. U.S.C. Section 17921 et. seq.</li> </ol>	<ol> <li>ANTHEM will comply with applicable portions of</li> <li>HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>LPS / W &amp; I Code Sections 5328- 5328.15</li> <li>45 C.F.R. Part 2</li> <li>HITECH Act (42. U.S.C. Section 17921 et. seq.</li> <li>CMIA (Ca Civil Code S6 through</li> </ol>

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CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	<ul> <li>CMIA (Ca Civil Code 56 through 56.37)</li> <li>Title 9, CCR, Section 1810.370(a)(3)*</li> <li>MHP will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</li> <li>MHP will notify ANTHEM of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) within 24 hours and corrective actions planned or taken to mitigate the harm involving members within 30 days.</li> </ul>	<ul> <li>56.37) Title 9, CCR, Section 1810.370(a)(3)*</li> <li>2. MHP will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. ANTHEM will encrypt any data transmitted via email containing confidential data of ANTHEM members such as PHI and Personal Confidential Information (PCI) or other confidential data to ANTHEM or anyone else including state agencies.</li> <li>4. ANTHEM will notify MHP within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</li> </ul>
7. Reporting and Quality Improvement Requirements	<ol> <li>MHP in conjunction with ANTHEM will hold regular meetings to review the referral and care coordination process and to monitor member engagement and utilization.</li> <li>No less than semi-annually, MHP and ANTHEM will review the referral and care coordination process to improve quality of care; and at least semi-annual reports summarizing quality findings, as determined in collaboration with DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration between MHP and ANTHEM.</li> <li>MHP and ANTHEM will develop reports that track cross-system referrals, beneficiary engagement, and service utilization to be determined in collaboration with DHCS, including, but not limited to, the number of disputes between MHP and ANTHEM, the dispositions/outcomes of those disputes,</li> </ol>	<ol> <li>ANTHEM in conjunction with MHP will hold regular meetings to review the referral and care coordination process and to monitor member engagement and utilization.</li> <li>No less than semi-annually, ANTHEM and MHP will review the referral and care coordination process to improve quality of care; and at least semi-annual reports summarizing quality findings, as determined in collaboration with DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration between ANTHEM and the MHP.</li> <li>ANTHEM and the MHP will develop reports that track cross-system referrals, beneficiary engagement, and service utilization to be determined in collaboration with DHCS, including, but not limited to, the number of disputes between ANTHEM and the MHP, the dispositions/outcomes of those disputes</li> </ol>

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CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	<ul> <li>the number of grievances related to referrals and network access and dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services by members receiving such services from MHP and ANTHEM, as well as quality strategies to address duplication of services.</li> <li>Performance measures and quality improvement initiatives to be determined in collaboration with DHCS.</li> </ul>	<ul> <li>the number of grievances related to referrals and network access and dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services by members receiving such services from ANTHEM and the MHP, as well as quality strategies to address duplication of services.</li> <li>Performance measures and quality improvement initiatives to be</li> </ul>
8. Dispute Resolution	<ol> <li>In collaboration with DHCS.</li> <li>MHP Liaison will participate in an annual review, update and/or renegotiations with ANTHEM on this agreement as is mutually agreed.</li> <li>When the MHP has a dispute with ANTHEM that cannot be resolved to the satisfaction of the MHP concerning the obligations of the MHP or ANTHEM under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, the MHP may submit a request for resolution to the Department.</li> <li>Either the MHP or ANTHEM shall submit a request for resolution to either Departments within 15 calendar days of the completion of the dispute resolution process between the parties. The request for resolution shall contain the following information:         <ul> <li>(a) A summary of the issue and a statement of the desired remedy, including any disputed services that have been or are expected to be delivered to the beneficiary and the expected rate of payment for each type of service.</li> <li>(b) History of attempts to resolve the issue.</li> <li>(c) Justification for the desired remedy.</li> <li>(d) Documentation regarding the issue.</li> <li>(e) Upon receipt of a request for resolution, the department receiving the request will notify the department and the other party within seven calendar days. The notice to the other party shall</li> </ul> </li> </ol>	<ol> <li>determined in collaboration with DHCS.</li> <li>ANTHEM Liaison will conduct an annual review, update and/or renegotiations of this agreement with the MHP, as is mutually agreed.</li> <li>When ANTHEM has a dispute with the MHP that cannot be resolved to the satisfaction of ANTHEM concerning the obligations of the MHP or ANTHEM under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, ANTHEM may submit a request for resolution to the Department.</li> <li>Either the MHP or ANTHEM shall submit a request for resolution to either Departments within 15 calendar days of the completion of the dispute resolution process between the parties. The request for resolution shall contain the following information:         <ul> <li>(a) A summary of the issue and a statement of the desired remedy, including any disputed services that have been or are expected to be delivered to the beneficiary and the expected rate of payment for each type of service.</li> <li>(b) History of attempts to resolve the issue.</li> <li>(c) Justification for the desired remedy.</li> <li>(d) Documentation regarding the issue.</li> <li>(e) Upon receipt of a request for resolution, the department receiving the request will notify the other department and the other party within seven</li> </ul> </li> </ol>

CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	include a copy of the request and will ask for a statement of the party's position on the dispute, any relevant documentation supporting its position, and any dispute of the rate of payment for services included by the other party in its request. (f) The other party shall submit the requested documentation within 21 calendar days from notification of the party from whom documentation is being requested by the party that received the initial request for resolution or the departments shall decide the dispute based solely on the documentation filed by the initiating party.	calendar days. The notice to the other party shall include a copy of the request and will ask for a statement of the party's position on the dispute, any relevant documentation supporting its position, and any dispute of the rate of payment for services included by the other party in its request. (f) The other party shall submit the requested documentation within 21 calendar days from notification of the party from whom documentation is being requested by the party that received the initial request for resolution or the departments shall decide the dispute based solely on the documentation filed by the initiating party.
8.a. Departments' Responsibility for Review of Disputes	<ol> <li>The two departments shall each designate at least one and no more than two individuals to review the dispute and make a joint recommendation to directors of the departments or their designees.</li> <li>The recommendation shall be based on a review of the submitted documentation</li> </ol>	<ol> <li>The two departments shall each designate at least one and no more than two individuals to review the dispute and make a joint recommendation to directors of the departments or their designees.</li> <li>The recommendation shall be based on a review of the submitted</li> </ol>
	<ul> <li>in relation to the submitted documentation</li> <li>in relation to the statutory, regulatory</li> <li>and contractual obligations of the MHP</li> <li>and ANTHEM.</li> <li>3. The individuals reviewing the dispute</li> <li>may, at their discretion, allow</li> <li>representatives of both the MHP and</li> <li>ANTHEM an opportunity to present oral</li> <li>argument.</li> </ul>	<ul> <li>documentation in relation to the statutory, regulatory and contractual obligations of the MHP and ANTHEM.</li> <li>3. The individuals reviewing the dispute may, at their discretion, allow representatives of both the MHP and ANTHEM an opportunity to present oral argument.</li> </ul>
8.b. Provision of Medically Necessary Services Pending Resolution of Dispute	<ol> <li>A dispute between an MHP and ANTHEM shall not delay medically necessary specialty mental health services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries. Until the dispute is resolved, the following shall apply:         <ul> <li>(a) The parties may agree to an arrangement satisfactory to both parties regarding how the services under dispute will be provided; or</li> <li>(b) When the dispute concerns the</li> </ul> </li> </ol>	<ol> <li>A dispute between an MHP and ANTHEM shall not delay medically necessary specialty mental health services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries. Until the dispute is resolved, the following shall apply:         <ul> <li>(a) The parties may agree to an arrangement satisfactory to both parties regarding how the services under dispute will be provided; or</li> </ul> </li> </ol>

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CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	MHP's contention that ANTHEM is required to deliver physical health care based treatment of a mental illness, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose or treat the mental illness, the MHP shall be responsible for providing or arranging and paying for those services to the beneficiary until the dispute is resolved.	<ul> <li>(b) When the dispute concerns ANTHEM's contention that the MHP is required to deliver specialty mental health services to a beneficiary either because the beneficiary's condition would not be responsive to physical health care based treatment or because the MHP has incorrectly determined the beneficiary's diagnosis to be a diagnosis not covered by the MHP, ANTHEM shall manage the care of the beneficiary under the terms of its contract with the State until the dispute is resolved. The MHP shall identify and provide ANTHEM with the name and telephone number of a psychiatrist or other qualified licensed mental health professional available to provide clinical consultation, including consultation on medications to the ANTHEM</li> </ul>
9. Emergency and After- Hours	<ol> <li>MHP will have a toll free 24 hours a day, seven days a week line available to assist members and providers after hours as well as to coordinate urgent and emergent services with Emergency Room personnel during a crisis.</li> <li>MHP shall cover and pay for the professional services of a mental health specialist provided in an emergency room to an ANTHEM member whose condition meets MHP medical necessity criteria or when mental health specialist services are required to assess whether MHP medical necessity is met. Per MMCD Policy Letter No. 00- 01 REV.</li> <li>The MHP is responsible for the facility charges resulting from the emergency services and care of an ANTHEM member whose condition meets MHP medical necessity criteria when such services and care do result in the admission for the member for</li> </ol>	<ol> <li>All ANTHEM members have access to quality, comprehensive behavioral health care first response services twenty-four (24) hours a day, seven (7) days a week by Anthem providers. ANTHEM's network LMHPs have agreed to provide availability for emergency services twenty four (24) hours a day, seven (7) days a week and to arrange for coverage by another provider, in the event of provider's illness, vacation or other absence from his or her practice.</li> <li>As part of the coverage, LMHPs will coordinate urgent and emergent services with the County Mental Health Program or emergency room personnel during a crisis.</li> <li>In general, the LMHP must be available to Anthem members twenty-four (24) hours a day, seven (7) days a week by telephone or have an arrangement with</li> </ol>

CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	<ul> <li>psychiatric inpatient hospital services at the same facility. The facility charge is not paid separately, but is included in the per diem rate for the inpatient stay. Per MMCD Policy Letter No. 00-01 REV.</li> <li>4. The MHP is responsible for facility charges directly related to the professional services of a mental health specialist provided in the emergency room when these services do not result in an admission of the member for psychiatric inpatient hospital services at that facility or any other facility. Per MMCD Policy Letter No 00-01 REV.</li> </ul>	<ul> <li>an on-call provider to cover when s/he is not available.</li> <li>2. ANTHEM shall cover and pay for all professional services, except the professional services of a mental health specialist when required for the emergency services and care of a member whose condition meets MHP medical necessity criteria.</li> <li>3. ANTHEM shall cover and pay for the facility charges resulting from the emergency services and care of an ANTHEM medical necessity criteria when such services and care do not result in the admission of the member for psychiatric inpatient hospital services are different facility.</li> <li>4. ANTHEM shall cover and pay for the facility charges and the medical professional services are different facility.</li> <li>4. ANTHEM shall cover and pay for the facility charges and the medical professional services are different facility.</li> <li>4. ANTHEM shall cover and pay for the facility charges and the medical professional services are different facility.</li> <li>5. Payment for the professional services.</li> <li>5. Payment for the professional services and care of an ANTHEM member for psychiatric inpatient hospital services.</li> <li>5. Payment for the professional services and care of an ANTHEM member for psychiatric inpatient hospital services.</li> <li>5. Payment for the professional services of a ANTHEM member with an excluded diagnosis is the responsibility of ANTHEM.</li> </ul>
LO. Member and Provider Education	MHP and ANTHEM, will coordinate and determine the training requirements for member and provider access to MHP and ANTHEM covered mental health services.	ANTHEM and the MHP, if necessary, will coordinate and determine the training requirements for member and provider access to MHP and ANTHEM covered mental health services.
<ol> <li>Grievances and Appeals</li> </ol>	<ol> <li>MHP will share with ANTHEM the established process for members and providers to register grievances/complaints regarding any</li> </ol>	<ol> <li>ANTHEM has in place a written process for the submittal, processing and resolution of all member and provider grievances and complaints which is</li> </ol>

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CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	<ul> <li>aspect of the mental health care services.</li> <li>2. MHP will ensure that the ANTHEM members and providers are given an opportunity for reconsideration and appeal for denied, modified or delayed services.</li> <li>3. MHP will ensure that the ANTHEM members receive specialty mental health services and prescription drugs while the dispute is being resolved.</li> </ul>	<ul> <li>inclusive of any aspect of the health care services or provision of services.</li> <li>2. ANTHEM liaison will coordinate and share the established complaint and grievance process for its ANTHEM MHP members with the MHP.</li> <li>3. ANTHEM will ensure that members and providers are given an opportunity for reconsideration and an appeal for denied, modified or delayed services</li> <li>4. ANTHEM will ensure that medically necessary services continue to be provided to members while the dispute is being resolved.</li> </ul>
12. Emergency and Non- Emergency Medical Transportation	<ol> <li>Medical transportation services as described in Title 22, Section 51323 are not the responsibility of the MHP except when the purpose of the medical transportation service is to transport a beneficiary from a psychiatric inpatient hospital to another psychiatric inpatient hospital or another type of 24 hour care facility because the services in the facility to which the beneficiary is being transported will result in lower costs to the MHP.</li> </ol>	<ol> <li>ANTHEM will arrange and pay for transportation of members needing medical transportation from:         <ul> <li>The emergency room for medical evaluation.</li> <li>A psychiatric inpatient hospital to a medical inpatient hospital required to address the member's change in medical condition</li> <li>A medical inpatient hospital to a psychiatric inpatient hospital to a member's change in medical condition</li> </ul> </li> </ol>
		<ul> <li>condition</li> <li>2. ANTHEM will cover and pay for all medically necessary emergency transportation (per CCR Title 22, 51323*). Ambulance services are covered when the member's medical condition contraindicates the use of other forms of medical transportation.</li> <li>3. Emergency medical transportation is covered, without prior authorization, to the nearest facility capable of meeting the medical needs of the patient as per CCR Title 22, 51323*.</li> <li>4. Ambulance, litter van and wheelchair van medical transportation services are covered when the beneficiary's medical and physical condition is such that transport by ordinary means of public or private conveyance is medically</li> </ul>

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CATEGORY	Mental Health PLAN (MHP)		ANTHEM
		5.	contraindicated, and transportation is required for the purpose of obtaining needed medical care. Ambulance services are covered when the patient's medical condition contraindicates the use of other forms of medical transportation ANTHEM will cover all nonemergency
			<ul> <li>medical transportation, necessary to obtain program covered services</li> <li>a. When the service needed is of such an urgent nature that written authorization could not have been reasonably submitted beforehand, the medical transportation provider may request prior authorization by telephone. Such telephone authorization shall be valid only if confirmed by a written request for authorization.</li> <li>b. Transportation shall be authorized only to the nearest facility capable of meeting the</li> </ul>
		6.	patient's medical needs.
			medical transportation services when prescribed for an ANTHEM member by the MHP when authorization is obtained.
		7.	ANTHEM will maintain a policy of non- discrimination regarding members with mental disorders who require access to any other transportation services provided by ANTHEM.
13. Consultation	<ol> <li>MHP encourages the use of the consultation by MHP providers with ANTHEM PCP providers around specialty mental health issues including consultation around medication issues, in accordance with HIPAA federal and state regulations regarding confidentiality. Per</li> </ol>	1.	PCP providers will be available to consult with MHP and MHP providers about ANTHEM members that they both treat, in accordance with HIPAA federal and state regulations regarding confidentiality. Per HIPPA Privacy Rule 45 C.F.R. Part 164.
	<ul> <li>HIPPA Privacy Rule 45 C.F.R. Part 164.</li> <li>2. For those ANTHEM members who are excluded from MHP services, MHP will provide clinical consultation and training</li> </ul>	2.	For those ANTHEM members who meet MHP medical necessity criteria and whose psychiatric symptoms will be treated by an MHP provider, ANTHEM

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CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	<ul> <li>to the ANTHEM PCPs, other Licensed Mental Health Professionals and/or ANTHEM staff on the following topics <ul> <li>a. Recommended physical healthcare-based treatment for diagnosed conditions</li> <li>b. Complex diagnostic assessment of mental disorders (e.g., multiple co-occurring diagnosis, atypical symptom patterns)</li> <li>c. Treatment of stabilized but serious and debilitating mental disorders</li> <li>d. Complex psychotropic medications practices (medication interactions, polypharmacy, use of novel psychotropic medication)</li> <li>e. Treatment of complicated sub- syndrome psychiatric symptoms precipitated by medications used to treat medical conditions</li> <li>g. Treatment of outpatient mental health services that are within the ANTHEM PCP's scope of practice.</li> </ul> </li> </ul>	<ul> <li>and/or PCP will provide consultation to MHP providers and/or MHP staff on the following topics: <ul> <li>a. Acquiring access to covered ANTHEM medical services</li> <li>b. Treatment of physical symptom precipitated by medications used to treat mental disorders</li> <li>c. Treatment of complicated sub- syndrome medical symptoms</li> <li>d. Complex medication interactions with medications prescribed by PCP not commonly used in psychiatric specialty practice.</li> </ul> </li> </ul>

County Mental Health

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- Jun 15, 2014\_\_\_\_\_ Date

DIMENSION	Medi-Cal <sup>1</sup>	MHP <sup>2</sup> OUTPATIENT	MHP INPATIENT
ELIGIBILITY	Mild to Moderate Impairment in Functioning	Significant Impairment in Functioning	Emergency and inpatient
	A member is covered by the MCP for services if he or she is diagnosed with a mental health disorder as defined by the current DSM <sup>3</sup> resulting in mild to moderate distress or impairment of mental, emotional, or behavioral functioning: • Primary care providers identify the need for a mental health screening and refer to a specialist within their network. Upon assessment, the mental health specialists can assess the mental health disorder and the level of impairment and refer members that meet medical necessity criteria to the MHP for a Specialty Mental Health Services (SMHS) assessment. • When a member's condition improves under SMHS and the mental health providers in the MCP and MHP coordinate care, the membar may return to the MH provider in the MCP network. Note: Conditions that the current DSM identifies as relational problems are not covered, i.e. couples counseling or family counseling.	A member is eligible for services if he or she meets all of the following medical necessity criteria: 1. Has an included mental health diagnosis; <sup>4</sup> 2. Has a significant impairment in an important area of life function, or a reasonable probability of significant deterioration in an important area of life function, or a reasonable probability of not progressing developmentality as individually appropriate; 3. The focus of the proposed treatment is to address the impairment(s) described in #2; 4. The expectation that the proposed treatment will significantly diminish the impairment, prevent significant deterioration in an important area of life function, and 5. The condition would not be responsive to physical health care-based treatment. Note: For members under age 21 who meet criteria for EPSTD specielity mental health services, the criteria allow for a range of impairment levels' and include treatment that allows the child to progress developmentelity as individually appropriate.	<ul> <li>A member is eligible for services if he or she meets the following medical necessity criteria:</li> <li>1. An included diagnosis;</li> <li>2. Cannot be safely treated at a lower level of care;</li> <li>3. Requires inpattent hospital services due to one of the following which is the result of an included mental disorder:</li> <li>a. Symptoms or behaviors which represent a current danger to self or others, or significant property destruction;</li> <li>b. Symptoms or behaviors which prevent the beneficiary from providing for, or utilizing, food, clothing, or shelter;</li> <li>c. Symptoms or behaviors which present a severe risk to the beneficiary's physical health;</li> <li>d. Symptoms or behaviors which represent a recent, significant deterioration in ability to function;</li> <li>e. Psychiatric evaluation or treatment which can only be performed in an acute psychiatric inpattent setting or through urgent or emergency intervention provided in the community or clink; and</li> <li>f. Serious adverse reactions to medications, procedures or theraples requiring continued hospitalization.</li> </ul>

н. — — — "

Medi-Cal Managed Care Plan County Mental Health Plan Medi-Cal Specialty Mental Health Services Current policy is based on DSM IV and will be updated to DSM 5 in the future As specified in regulations Title IX, Sections 1820 205 and 1830 205 for adults and 1830 210 for those under age 21

DIMENSION	Medi-Cal <sup>5</sup>	MHP <sup>®</sup> OUTPATIENT	MHP INPATIENT
SERVICES	Mental health services when provided by licensed mental health care professionals (as defined in the Medi-Cal provider bulletin) acting within the scope of their license: • Individual and group mental health evaluation and treatment (psychotherapy) • Psychological testing when clinically indicated to evaluate a mental health condition • Outpatient services for the purposes of monitoring medication therapy • Outpatient laboratory, medications, supplies, and supplements • Psychiatric consultation	Medi-Cai Specialty Mental Health Services: • Mental Health Services • Assessment • Plan development • Therapy • Rehabilitation • Collateral • Medication Support Services • Day Treatment Intensive • Day Treatment Intensive • Day Rehabilitation • Crisis Residential • Aduit Crisis Residential • Crisis Intervention • Crisis Stabilization • Targeted Case Management	<ul> <li>Acute psychlatric inpatient hospital services</li> <li>Psychlatric Health Facility Services</li> <li>Psychlatric Inpatient Hospita Professional Services if the beneficiary is in fae-for- service hospital</li> </ul>

<sup>&</sup>lt;sup>5</sup> Medi-Cal Managed Care Plan <sup>6</sup> County Mental Health Plan Medi-Cat Specialty Mental Health Services



# **INTERNAL MEMO**

TO:	Steve Melody
FROM:	Cindy Metcho
DATE:	
SUBJECT:	MOU Signature Needed
MOU:	
	Mono MH Health MOU
Effective Date :	1/1/2014
Purpose:	The attached MH MOU is a requirement in our contract with the DHCS.
	Deherievel Hackbard I. 11
	Behavioral Health and Legal have reviewed and prove Regulatory with their approval.
Comments:	

No comments were received by legal.

Due Date to State 6/30/14

Department	X	<b>Reviewer Name</b>	Date Approved
Legal	X	Alma Graham	11/12/14
Behavioral Health	X	Miller	11/13/14

## CHECKLIST FOR MEMORANDUM OF UNDERSTANDINGS (MOUs)

# FOR DUAL DEMONSTRATION (Cal MediConnect), BEHAVIORAL HEALTH AND MEDI-CAL

Please note: Draft MOUs should be sent to Alma Graham and Monica Chizzo for review and then sent to Stacey Nappen for Steve Melody's signature. Please do not courtesy copy Steve Melody or the County employees on the MOU review process. Please use the below checklist to assist you in drafting the MOU and preparing the MOU for execution. Thank you.

Name/Type of Vendor: Mono MH MOU

- I. Blue Cross of California Partnership Plan, Inc. should be the legal entity identified as a party entering into the MOU in the RECITAL section of the MOU.
- Blue Cross of California Partnership Plan, Inc. should be the legal entity identified in the signature block.
- ☑ 3. If Blue Cross of California Partnership Plan, Inc. is defined as ("Anthem"), you may use the reference to Anthem.
- 4. Blue Cross of California and Anthem Blue Cross should not be referenced in the MOU as the contracting party. It is OK to use Anthem Blue Cross in the "Notice" section of the MOU.
- 5. For behavioral health vendors, define Mental Health Plan as ("MHP) and use MHP consistently through MOU.
- 6. Please provide confirmation that all appropriate business unit(s)/owner(s) and legal have reviewed (content as well as contracting entity) and approved for signature
- 7. If original signature is needed on MOU, please confirm Steve Melody's availability has been confirmed.
- 8. Please instruct if multiple signatures pages are required
- 9. Please instruct distribution method after document is executed (i.e. email copy to, send original to)

#### Please return to Cindy

 Please provide authorization to affix electronic signature or signature stamp in lieu of original when designated signor is out of the office/not available to sign (i.e. travel, PTO)



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

# REGULAR AGENDA REQUEST

💻 Print

MEETING DATE November 8, 2022

#### **Departments: Behavioral Health**

**TIME REQUIRED** 

SUBJECT

Addendum to Memorandum of Understanding with California Health and Wellness Plan

PERSONS APPEARING BEFORE THE BOARD

## AGENDA DESCRIPTION:

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

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.

## **RECOMMENDED ACTION:**

Approve County entry into proposed addendum and authorize Behavioral Health Director to execute said addendum on behalf of the County. Provide any desired direction to staff.

## FISCAL IMPACT:

None.

#### CONTACT NAME: Robin Roberts

PHONE/EMAIL: 760-924-1729 / rroberts@mono.ca.gov

#### **SEND COPIES TO:**

dmurray@mono.ca.gov jworkman@mono.ca.gov

## MINUTE ORDER REQUESTED:

VES 🗆 NO

## **ATTACHMENTS:**

Click to download

**Staff Report** 

- CA Health and Wellness MOU Addendum
- **CA Health and Wellness MOU**

#### History

Time

Approval

10/25/2022 10:20 AM	County Counsel	Yes
11/2/2022 1:49 PM	Finance	Yes
	County Administrative Office	



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT



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

TO: Mono County Board of SupervisorsFROM: Robin Roberts, Mono County Behavioral Health, DirectorDATE: November 8, 2022

### SUBJECT:

Proposed Addendum to Memorandum of Understanding with California Health and Wellness Plan

### **RECOMMENDED ACTION:**

Approve County entry into proposed addendum and authorize Behavioral Health Director to execute said addendum on behalf of the County. Provide any desired direction to staff.

### **DISCUSSION:**

This proposed Addendum would amend the current July 3, 2018, Memorandum of Understanding (MOU) between Mono County Behavioral Health and the California Health and Wellness Plan. The purpose of the Addendum is to add language addressing the CalAIM Data Sharing Authorization Guidance dated March 2022, which sets out specific guidance that supports data sharing between Managed Care Plans (MCPs), health care providers, communitybased social and human services providers, local health jurisdictions, and county and other public agencies that provide services and managed care under CalAIM.

## FISCAL IMPACT:

There is no fiscal impact related to this MOU.

## SUBMITTED BY:

Danielle Murray, Fiscal & Technical Specialist ,760.924.4637

### ADDENDUM NO 1

## ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MONO COUNTY AND California Health and Wellness

This Addendum is made and entered into as of this 19 day of September 2022, by and between the Mono County Department of Behavioral Health (hereinafter, referred to as "MHP"), a political subdivision of the State of California, Division of Behavioral Health Services, and California Health and Wellness Plan (hereinafter, referred to as "CHW").

WHEREAS, CHW and County of Mono are parties to a Memorandum of Understating (the "*MOU*") dated July 3, 2018.

WHEREAS, the Department of Health Care Services ("DHCS") issued CalAIM Data Sharing Authorization Guidance dated March 2022, setting out specific guidance that supports data sharing between Managed Care Plans (MCPs) health care providers, community-based social and human service providers, local health jurisdictions, and county and other public agencies that provide services and managed care under CalAIM (<u>https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance.pdf</u>).

WHEREAS, the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP) is an incentive payment program to support Mental Health Plans (MHP), Drug Medi-Cal State Plans (DMC) and Drug Medi-Cal Organized Delivery Systems (DMC-ODS) as they prepare for changes in the CalAIM initiative and other approved administration priorities.

WHEREAS, the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP) is focused on implementation of payment reform, behavioral health policy changes, and bi-directional data exchange between systems of care for the purpose of improving quality and behavioral health outcomes and care coordination for Medi-Cal beneficiaries.

NOW, THEREFORE in consideration of foregoing, the MOU shall be amended as follows:

 That Attachment A., Section Six (6.), EXCHANGE OF PROTECTED HEALTH INFORMATION/DATA EXCHANGE shall be updated to include the following new language as bullet number five (5.) on both sides of the Matrix of Responsibilities to be consistent with the guidance of the CalAIM Data Sharing Guidance and the Behavioral Health Quality Improvement Program (BHQIP). To the extent the language provided in Section (6), conflicts with the specific guidance contained in the CalAIM Data Sharing and BHQIP Guidance, the CalAIM Data Sharing and BHQIP Improvement Program (BHQIP) Authorization Guidance shall control:

CATEGORY	MHP	CHW
----------	-----	-----

	4		4	
6. Exchange of Protected	1.	MHP will comply with all	1.	CHWP will comply with
Health Information / Data		applicable laws pertaining to		applicable portions of
Exchange		use and disclosure of PHI		• HIPAA / 45 C.F.R. Parts
Exeliange		including but not limited to:		160 and 164
		• HIPAA / 45 C.F.R. Parts		LPS / W & I Code
		160 and 164		Sections 5328- 5328.15
		<ul> <li>LPS / W &amp; I Code Sections</li> </ul>		<ul> <li>45 C.F.R. Part 2</li> </ul>
		5328- 5328.15		<ul> <li>HITECH Act (42. U.S.C.</li> </ul>
		<ul> <li>45 C.F.R. Part 2</li> </ul>		Section 17921 et. seq.
		<ul> <li>HITECH Act (42. U.S.C.</li> </ul>		CMIA (Ca Civil Code 56
		Section 17921 et. seq.		through 56.37)
		CMIA (Ca Civil Code 56		Title 9, CCR, Section
		through 56.37)		1810.370(a)(3)*
		Title 9, CCR, Section	2	CHWP will train all members
		1810.370(a)(3)*		of its workforce on policies
	2.	MHP will train all members of		and procedures regarding
	2.	its workforce on policies and		Protected Health Information
		procedures regarding		(PHI) as necessary and
		Protected Health Information		appropriate for them to carry
		(PHI) as necessary and		out their functions within the
		appropriate for them to carry		covered entity.
		out their functions within the	3	CHWP will encrypt any data
		covered entity.	0.	transmitted via email
	3.	Only encrypted PHI as		containing confidential data
	5.	specified in the HIPAA		of CHWP members such as
		Security Rule will be		PHI and Personal
		disclosed via email.		Confidential Information
		Unsecured PHI will not be		(PCI) or other confidential
		disclosed via email.		data to CHWP or anyone
	4.			else including state agencies.
	4.	MHP will notify the State of	4.	CHWP will notify the State
		verified breaches (as defined	ч.	within their contractual
		by the HITECH Act as posing		
		a significant risk of financial,		guidelines of any suspected or actual breach of security,
		reputational or other harm to		intrusion or unauthorized use
		the client) and corrective		or disclosure of PHI and/or
		actions planned or taken to		
		mitigate the harm involving		any actual or suspected use
		members within the required		or disclosure of data in
	-	timelines.		violation of any applicable
	5.	The parties shall enter into a		Federal and State laws or
		Data Sharing agreement for	F	regulations.
		the specific purpose of	5.	The parties shall enter into a
		supporting the DHCS		Data Sharing agreement for
		BHQIP.		the specific purpose of
				supporting the DHCS
				BHQIP.

2. Capitalized terms used in this Amendment and not otherwise defined herein shall have the same meaning in the MOU. All other terms and conditions of the MOU not inconsistent with this Amendment shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date set forth beneath their respective signatures and this Addendum shall be effective immediately upon execution.

#### CHW:

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

Print Name: Martha Santana-Chin

Title:\_ Medicare and Medi-Cal President

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

County of Mono:

• Robin Roberts (Sep 20, 2022 15:37 PDT)

Approved for Contract Policy Compliance, Contracts by:

ty there

Sep 20, 2022 Date

Approved as to Form, County Counsel by:

Christopher Beck

Sep 19, 2022

Date

## ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING AMENDMENT BETWEEN BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM) AND MONO COUNTY DIVISION OF BEHAVIORAL HEALTH PLAN MENTAL HEALTH SERVICES

This MEMORANDUM OF UNDERSTANDING (MOU) Amendment is made and entered into as of this day October 23, 2018, by and between the County of Mono, a political subdivision of the State of California, on behalf of Mono County Behavioral Health Services State contracted Mental Health Plan (hereinafter referred to as MHP) and Blue Cross of California Partnership Plan, Inc. (hereinafter referred to as ANTHEM) in order to implement certain provisions of Title 9 of the California Code of Regulations, Chapter 11 (Medi-Cal Specialty Mental Health Services). The MOU and amendments may be terminated by either party by giving at least 10 days written notice to the other party. Written notices under this MOU will be to the following:

Mono County Behavioral Health Services Managed Care 452 Old Mammoth Road Mammoth Lakes, CA 93546

ANTHEM 120 S. Via Merida Thousand Oaks, CA 91362

This Addendum is an addendum to the signed Memorandum of Understanding (MOU) between Mono County Department of Behavioral Health (hereinafter referred to as MHP) and Blue Cross of California Partnership Plan, Inc. (hereinafter referred to as the "ANTHEM"). The purpose of the Addendum is to describe the responsibilities of the MHP and ANTHEM for coordination of Medi-Cal alcohol and other drug services for Plan Members served by both parties in Mono County under the Department of Health Care Services (DHCS) Medi-Cal Managed Care Program.

This Addendum delineates the specific roles and responsibilities by ANTHEM and MHP for screening, referral, coordination and delivery of alcohol and other drug services for Plan Medi-Cal Members, who meet the medical necessity criteria for Medi-Cal services and identified by DHCS as a Medi-Cal Managed Care Health Plan benefit. Title 22, California Code of Regulations (CCR) has been used as the reference for the required elements in the Addendum. All references in this addendum to "Members" are limited to ANTHEM's Members.

#### BACKGROUND

On April 25, 2016 the Managed Care Final Rule was issued by Centers for Medicare and Medicaid Services (CMS). This rule was adopted by the state of California and released contract regulatory changes to ANTHEM, effective July 1st 2017. The Managed Care Final Rule builds on Medicaid reform introduced by the Affordable Care Act and seeks to align Medicaid with Medicare Advantage and Exchange regulations. In accordance with exhibit A, attachment 12 provision 2.H, ANTHEM is required

to execute a Memorandum of Understanding (MOU) with county departments for alcohol and substance use disorder treatment (SUD) services.

#### TERMS

This Addendum shall commence on October 23, 2018 and shall continue under the terms of the existing MOU.

#### **OVERSIGHT RESPONSIBILITIES OF PLAN AND MHP**

- 1. ANTHEM has responsibility to work with the MHP to ensure that oversight is coordinated and comprehensive and that the Member's healthcare is at the center of all oversight. Specific processes and procedures will be developed cooperatively with MHP, as will any actions required to identify and resolve any issues or problems that arise.
- The MHP will serve as the entity that will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of the addendum to the existing MOU.
- 3. ANTHEM and MHP will formulate a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. ANTHEM and MHP will determine the final composition of the multidisciplinary teams to conduct this oversight function.
- 4. ANTHEM and the MHP will designate as appropriate and when possible the same staff to conduct tasks associated within the oversight and multidisciplinary clinical teams.

#### **SPECIFIC ROLES AND RESPONSIBLITIES**

#### A. Screening, Assessment and Referral

- 1. Determination of Medical Necessity
  - a. The MHP will follow the medical necessity criteria outlined in Title 22, California Code of Regulations (CCR) for the Drug Medi-Cal (DMC). The DMC shall be available as a benefit for individuals who meet the medical necessity criteria and reside in a county that provides drug Medi-Cal services.
  - b. ANTHEM will be responsible for determining medical necessity as it relates to covered health care benefits, as outlined in 22 CCR51303(a).
  - c. ANTHEM will continue to cover and ensure the provision of primary care and other services unrelated to the alcohol and substance abuse treatment
- 2. Assessment Process
  - a. ANTHEM and MHP shall develop and agree to written policies and procedures regarding agreed-upon screening, assessment and referral processes.
  - b. The MHP will have available to the community and to their providers the current version of the American Society of Addiction Medicine (ASAM) Patient Placement Criteria (PPC Adult & Adolescent) crosswalk that identifies the criteria utilized to assist

with determining the appropriate treatment level of care to ensure providers are aware of SUD levels of care for referral purposes.

- c. ANTHEM providers will ensure a substance use, physical, and mental health screening, including ASAM Level 0.5 SBIRT services for Members, is available.
- d. ANTHEM shall identify individuals requiring alcohol and or substance abuse treatment services

#### 3. Referrals

- a. ANTHEM and MHP shall develop and agree to written policies and procedures regarding referral processes and tracking of referrals, including the following:
  - The MHP will accept referrals from Plan staff, providers and Members' selfreferral for determination of medical necessity for alcohol and other drug services (including outpatient heroin detoxification providers, for appropriate services).
  - ii. ANTHEM accepts referrals from MHP staff, providers and Members' self-referral for physical health services.

#### **B.** Care Coordination

- 1. ANTHEM and MHP will develop and agree to policies and procedures for coordinating health care for Members enrolled in ANTHEM and receiving alcohol and other drug services through MHP.
- 2. An identified point of contact from each party to serve as a liaison and initiate, provide, and maintain the coordination of care as mutually agreed upon in ANTHEM and MHP protocols.
- 3. Coordination of care for alcohol and other drug treatment provided by MHP shall occur in accordance with all applicable federal, state and local regulations.
- 4. ANTHEM and MHP will promote availability of clinical consultation for shared clients receiving physical health, mental health and/or SUD services, including consultation on medications when appropriate.
- 5. The delineation of case management responsibilities will be outlined.
- 6. Regular meetings to review referral, care coordination, and information exchange protocols and processes will occur with MHP and ANTHEM representatives.
- 7. ANTHEM will assist Members in locating available treatment service sites. To the extent that treatment slots are not available within ANTHEM service area, Plan shall pursue placement outside of the area.
- 8. ANTHEM will coordinate services between the primary care providers and the treatment programs

#### C. Information Exchange

ANTHEM and MHP agree that use or disclosure of Member information qualifying as "protected health information" (PHI), as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), shall be made in accordance with the requirements and any regulations promulgated thereunder (collectively, the HIPAA Rules).

PHI shared under this Addendum shall be the minimally necessary PHI needed to carry out the purposes of this Addendum and is shared for the purpose of treatment, payment and/or health care operations.

Where applicable, any Member information that constitutes "medical information," as that term is defined under the California Confidential Medical Information Act (CMIA), is disclosed in accordance with the requirements of that law; and if the disclosure of Member information would include information and records obtained in the course of providing mental health services from a facility subject to the additional privacy protections under the Lanterman-Petris-Short Act (Lanterman Act) or if it would be information originating from a federally assisted drug abuse program subject to the additional privacy protections provided by 42 C.F.R. Part 2 that identifies a patient as having or having had a SUD, the party making the disclosure will obtain the appropriate authorization(s) or consent(s) required by the Lanterman Act and/or 42 C.F.R. Part 2 from the Member prior to making the disclosure.

ANTHEM and MHP will develop and agree to information sharing policies and procedures and agreed upon roles and responsibilities for timely sharing of PHI for the purposes of medical and behavioral health care coordination pursuant to Title 22, Title 9, CCR, Section 1810.370(a)(3), the above referenced regulations, and other pertinent state and federal laws governing the confidentiality of mental health, alcohol and drug treatment information.

Each party is responsible for its own compliance obligations under the above referenced regulations.

D. Reporting and Quality Improvement Requirements ANTHEM and MHP will have policies and procedures to address quality improvement requirements and reports. Hold regular meetings, as agreed upon by ANTHEM and MHP, to review the referral and care coordination process and monitor Member engagement and utilization.

#### E. Dispute Resolution Process

At this time, ANTHEM and MHP agree to follow the resolution of dispute process in accordance to Title 9, Section 1850.505, and the contract between the Medi-Cal Managed Care Plans and the State Department of Health Care Services (DHCS) and Centers for Medicare & Medicaid Services (CMS). A dispute will not delay Member access to medically necessary services.

#### F. Telephone Access

The MHP must ensure that Members will be able to access services for urgent or emergency services 24 hours per day, 7 days a week.

The approach will be the "no wrong door" to service access. There will be multiple entry paths for Members to access alcohol and other drug services. Referrals may come from primary care physicians, providers, Plan staff, County Departments, and self-referral.

#### G. Provider and Member Education

ANTHEM and MHP shall determine the requirements for coordination of Member and provider information about access to Plan and MHP covered services to increase navigation support for Members and their caregivers.

## H. Point of Contact for the MOU Addendum

The Point of Contact for the MOU Addendum will be a designated liaison from both MHP and ANTHEM.

The parties hereto have caused this Addendum to be executed by their duly authorized representatives, effective October 23, 2018.

Name (print): <u>ROBIN K ROBERTS</u> DIRFCADE Title: Signature 15/2018 Date: (2

Mono County Behavioral Health Division

Name (print): Barsan Kasravi Title: President (Interior) Signature: Date: 12/01/18

Blue Cross of California Partnership Plan, Inc.



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

# **REGULAR AGENDA REQUEST**

Print

MEETING DATE November 8, 2022

#### **Departments: Community Development Department**

TIME REQUIRED

SUBJECT

Electric Vehicle Charging Station Permit Expediting Ordinance PERSONS APPEARING BEFORE THE BOARD

## **AGENDA DESCRIPTION:**

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

Proposed ordinance of Electric Vehicle Charging Station Permit Expediting Ordinance.

## **RECOMMENDED ACTION:**

Adopt proposed ordinance.

## FISCAL IMPACT:

None.

#### CONTACT NAME: Tom Perry

PHONE/EMAIL: (760) 965-3635 / tperry@mono.ca.gov

## SEND COPIES TO:

### MINUTE ORDER REQUESTED:

🔽 YES 🕅 NO

## **ATTACHMENTS:**

<b>D</b> <u>EVCS Ordinance</u>	
D Exhibit A	
EVCS Checklist	

#### History

Time	Who	Approval
11/3/2022 8:05 PM	County Counsel	Yes
11/3/2022 1:02 PM	Finance	Yes

County Administrative Office

Section 15.04.210 of the Mono County Ordinance Code (Penalties for Chapter 15.04 violations) is hereby renumbered as 15.04.300, and Section 15.04.210 (Electric Vehicle Charging Station Permit Expediting Ordinance) is hereby added as follows (no other changes proposed).

15.04.210 - Electric Vehicle Charging Station Permit Expediting Ordinance

A. Title and Authority.

This Ordinance shall be known as the County of Mono Electric Vehicle Charging Station Permit Expediting Ordinance. The section is enacted pursuant to Government Code section 65850.7 as established by Assembly Bill 1236.

B. Purpose and Intent.

The intent of this section is to create an expedited, streamlined permit process that complies with AB 1236 and Government Code section 6550.7 to achieve timely and cost-effective installation of electric vehicle charging stations. This section encourages installation of electric vehicle charging stations by removing unreasonable obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. This section allows the County to achieve these goals while protecting public health and safety.

- C. Applicability.
  - 1. This section applies to the permitting of electric vehicle charging stations in the unincorporated County of Mono.
  - 2. Routine operation and maintenance shall not require a permit.
  - 3. Electric vehicle charging systems legally established or permitted prior to the Building Official's implementation of an expedited permitting process are not subject to the requirements of this section unless physical modifications or alterations are undertaken that materially change the size, type, or components of an electric vehicle charging station in such a way as to require new permitting.
- D. Definitions.
  - 1. "Electronic submittal" means the utilization of one or more of the following: (a) Email.
    - (b) The Internet.
    - (c) Facsimile.
  - 2. "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on January 1, 2016, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.
  - 3. "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the county on another similarly situated application in a prior successful application for a permit.

- 4. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
- E. Electric Vehicle Charging Stations Requirements
  - 1. All electric vehicle charging stations shall meet applicable health and safety standards and requirements of local, state, and federal law.
  - 2. Electric vehicle charging stations shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.
- F. Application Standards
  - 1. The Building Division shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible.
  - 2. All documents required for submission of an electric vehicle charging station application will be made available on Mono County Building Division's website.
  - 3. The County will accept an electronic signature on all forms, applications and other documents in lieu of a wet signature by an applicant.
  - 4. In developing the expedited permitting process and checklist, the Building Official may refer to the recommendations contained in the most recent version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero Emission Vehicles in California: Community Readiness Guidebook" published by the State of California's Office of Planning and Research. The Building Official may modify the checklists and standards found in the Guidebook due to unique climactic, geological, seismological, or topographical conditions.
- G. Expedited Permitting Process and Permit Review
  - 1. A permit application that satisfies the information requirements in the County's adopted checklist shall be deemed complete and be promptly processed, as set forth in Government Code Section 65850.71(b).
  - 2. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the County adopted checklist, and is consistent with all applicable laws, the Building Official shall, within times set forth in Government Code Section 65850.71(c) and consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or use the electric vehicle charging station until approval is granted by the County following a final inspection.

## EXHBIT A: PROPOSED TEXT

- 3. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.
- 4. The Building Official may require an applicant to apply for a conditional use permit if the official makes a written finding, based on substantial evidence, that the proposed electric vehicle charging station could have a specific, adverse impact upon the public health or safety and conditions are necessary. The decision of the Building Official may be appealed to the Mono County Planning Commission in accordance with Mono County Code.
- 5. The County shall not deny an application for a use permit to install an electric vehicle charging station unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.
- 6. Consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.
- 7. Any conditions imposed on an application to install an electric vehicle charging station shall be designed to mitigate the specific adverse impact upon the public health or safety at the lowest cost possible.
- 8. This expedited permitting process is intended to apply only to applications for permits for electric vehicle charging stations and will not expedite the review of any other permit applications.



## ORDINANCE NO. ORD 22-\_\_\_ AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS 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

WHEREAS, the State of California and the County of Mono has consistently promoted and encouraged the use of fuel-efficient electric vehicles; and

WHEREAS, the State of California adopted Assembly Bill 1236, which requires local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging stations (EVCS); and

WHEREAS, creation of an expedited, streamlined permitting process for EVCS would facilitate convenient charging of electric vehicles and help reduce Mono County's reliance on environmentally damaging fossil fuels; and

WHEREAS, this ordinance shall be consistent with Mono County's Resource Efficiency Plan (REP) and Regional Transportation Plan (RTP); and

WHEREAS, Assembly Bill 1236 requires Mono County to administratively approve an application for EVCS through the issuance of a building permit or similar nondiscretionary permit and limits the review of EVCS applications to health and safety requirements of local, state, and federal law; and

WHEREAS, Mono County's fire protection districts have been consulted with regard to this ordinance as required by section (g)(1) of Assembly Bill 1236.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS as follows:

**SECTION 1. TITLE AND AUTHORITY** This Ordinance shall be known as the County of Mono Electric Vehicle Charging Station Permit Expediting Ordinance. The section is enacted pursuant to Government Code section 65850.7 as established by Assembly Bill 1236.

**SECTION 2**. Chapter 15.04 of the County of Mono County Code is hereby amended by renumbering existing Section 15.04.210 to be Section 15.04.300, and adding a new Section 15.04.210, as shown in the attached Exhibit A. No other changes to the County of Mono County Code are proposed hereby.

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**SECTION 3.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Mono County Board of Supervisors hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 4**. The adoption of this Ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines §15061(b)(3) (Common Sense Exemption) because it can be seen with certainty that the implementation of the Ordinance will not have a significant environmental effect in that the Ordinance is required by state law and facilities construction of small structures that will help the state meet its greenhouse gas emission reduction targets, and none of the circumstances in the CEQA Guidelines Section 15300.2 applies.

14 **SECTION 5.** This Ordinance shall become effective 30 days from the date of its adoption and final passage following a public hearing to be held pursuant to Government Code Sections 50022.2 et seq. The Clerk of the Board of Supervisors shall post this Ordinance and also publish the Ordinance or a summary thereof in the manner prescribed by 16 Government Code section 25124 no later than 15 days after the date of this ordinance's adoption and final passage. If the Clerk fails to so publish this Ordinance or a summary thereof within said 15 day-period, then the Ordinance shall not take effect until 30 days after the date of publication.

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21	<b>PASSED, APPROVED</b> and <b>ADOPTED</b> this day of, 2022, by the following vote, to wit:
22	AYES:
23	NOES: ABSENT:
24	ABSTAIN:
25	Bob Gardner, Chair Mono County Board of Supervisors
26	wono county board of oupervisors
27	
28	Page 2 of 3

1	ATTEST:	APPROVED AS TO FORM:
2	ATTEST:	APPROVED AS TO FORM:
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4	Clerk of the Board	County Counsel
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# Mono County Community Development

**Building Division** 

PO Box 3569 Mammoth Lakes, CA 93546 760.924.1800, fax 924.1801 Inspection hotline: 760-924-1827 commdev@mono.ca.gov PO Box 8 Bridgeport, CA 93517 760.932.5420, fax 932.5431 www.monocounty.ca.gov

# Electric Vehicle Charging Station Permit Eligibility Checklist for Expedited Electric Vehicle Charging Station Permit

Please complete the following information related to permitting and installation of Electric Vehicle Service Equipment / Charging Stations (EVSE / EVCS) as a supplement to the application for a building permit. This checklist contains the technical aspects of EVSE installations and is intended to help expedite permitting and use for electric vehicle charging.

Upon completion and approval of this checklist, a permit shall be issued to the applicant. However, if it is determined that the installation might have a specific adverse impact on public health or safety, additional verification, up to and including a conditional use permit, will be required before a permit can be issued.

This checklist substantially follows the *"Plug-In Electric Vehicle Infrastructure Permitting Checklist"* contained in the *Governor's Office of Planning and Research "Zero Emission Vehicles in California: Community Readiness Guidebook"* and is purposed to augment the guidebook's checklist.

Where electric vehicle charging stations (EVCS) are provided, EVCS shall be provided in accordance with <u>Section 11B-228.3</u> of the California Building Code.

Job Address & AP	N:		Permit No.
			(Completed by Building Division)
☐ Single-Family	Multi-Family (Apartment)	🛛 Multi-Fam	ily (Condominium)
Commercial (S	ingle Business)	Commerci	al (Multi-Businesses)
☐ Mixed-Use	☐ Public Right-of-Way		
Location and Num	ber of EVSE to be Installed:		
Garage	Parking Level(s) Par	king Lot	_ Street Curb

Description	of Work
-------------	---------

Applicant Phone & email:			
Applicant Name:			
Applicant Phone & email			
Contractor Name:	License Number & Type:		
	Mono County Business License Number:		
Contractor Phone & email:			
Owner Name:			
Owner Phone & email:			
EVSE Charging Level: Level 1 (120V)	Level 2 (240V) Level 3 (480V)		
Maximum Rating (Nameplate) of EV Service Equ	ipment =kW		
Voltage EVSE =V     Manufacturer of EVSE:			
Mounting of EVSE: Wall Mount Pole Pedestal Mount Other			
System Voltage:			
$\Box$ 120/240V, 1¢, 3W $\Box$ 120/208V, 3¢, 4W $\Box$ 120/240V, 3¢, 4W			
□ 277/480V, 3φ, 4W □ Other			
Rating of Existing Main Electrical Service Equipment =Amperes			
Rating of Panel Supplying EVSE (if not directly from Main Service) =Amps			
Rating of Circuit for EVSE:Amps /Poles			
AIC Rating of EVSE Circuit Breaker (if not Single Family, 400A) = A.I.C.			

(or verify with Inspector in field)

Specify Either Connected, Calculated or Documented Demand Load of Existing Panel:

<ul> <li>Connected Load of Existing Panel Supplying EVSE = Amps</li> </ul>
<ul> <li>Calculated Load of Existing Panel Supplying EVSE =Amps</li> </ul>
Demand Load of Existing Panel or Service Supplying EVSE =Amps     (Provide Demand Load Reading from Electric Utility)
Total Load (Existing plus EVSE Load) = Amps

For Single Family Dwellings, if Existing Load is not known by any of the above methods, then the Calculated Load may be estimated using the "Single-Family Residential Permitting Application Example" in the Governor's Office of Planning and Research "Zero Emission Vehicles in California: Community Readiness Guidebook" https://www.opr.ca.gov

EVSE Rating	_Amps x 1.25 =	Amps	= Minimum Ampacity of
EVSEConductor = #	AWG		
For Single-Family: Size o	f Existing Service Conductors	= #	AWG or kcmil
- or - : Size	of Existing Feeder Conductor		
Supp	lying EVSE Panel	= #	AWG or kcmil
(or Ve	rify with Inspector in field)		

## Mono County Dark Sky Ordinance:

In order to protect the County's night sky resource, the County encourages applicants to comply with Mono County General Plan, Land Use Element, Chapter 23, Dark Sky Regulations by utilizing downward directed and shielded lighting and avoiding internal backlighting (including neon tubing) for proposed projects. Dark sky compliant lighting is a simple design feature that can be implemented with minimal expense, complication, and without impact to the project timeline.

## Attestation:

I hereby acknowledge that the information presented is a true and correct representation of existing conditions at the job site and that any causes for concern as to life-safety verifications may require further substantiation of information.

Signature of Permit Applicant:\_\_\_\_\_ Date:\_\_\_\_\_

Electric Vehicle Service Equipment Line Diagram			
Equipment         EVSE Manufacturer:       / Mod#:         Wall Mount or Pedestal:       // Amps:         Sub Panel Y / N Manufacturer:       / Amps:         Disconnect: Y / N Manufacturer:       / Amps:         Main Manufacturer:       / Mod#         rating:       A / Breaker:	Notes		
M A A EVSE Sub	Disc MainGrnd		
Conductor size       Conductor type       Conduit size       C         A =       /       /       /       /       /	onduit type EGC Size EGC Type /		
B = / / / /	/ /		

Items required: Equipment model, manufacturer and rating. Wire and conduit size. Equipment grounding
# **EVSE SITE PLAN**

Site plan for Electric Vehicle Service Equipment

Items required: Location of EVSE, Structures, Electrical circuits and equipment, Parking if used for vehicle charging, property lines with setback measurements shown in feet.



# REGULAR AGENDA REQUEST

💻 Print

MEETING DATE November 8, 2022

**Departments: Finance** 

TIME REQUIRED

SUBJECT

Monthly Treasury Transaction Report BEFORE THE
BOARD

#### **AGENDA DESCRIPTION:**

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

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

#### **RECOMMENDED ACTION:**

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

#### FISCAL IMPACT:

None.

#### CONTACT NAME: Gerald Frank

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

#### SEND COPIES TO:

#### MINUTE ORDER REQUESTED:

VES 🗖 NO

#### **ATTACHMENTS:**

 Click to download

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

History

Time	Who	Approval
10/24/2022 4:34 PM	County Counsel	Yes
10/24/2022 10:22 AM	Finance	Yes
	County Administrative Office	



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transact	tions								
Buy	9/1/2022	3130AT7D3	1,000,000.00	FHLB 3.5 12/8/2023	99.89	998,860.00	0.00	3.59	998,860.00
Buy	9/6/2022	62479MSW4	1,000,000.00	MUFG Bank LTD 0 5/30/2023	97.10	970,961.66	0.00	4.05	970,961.66
Buy	9/29/2022	313385U20	1,000,000.00	FHLB 0 12/22/2022	99.22	992,183.33	0.00	3.38	992,183.33
Buy	9/30/2022	06543PDA0	249,000.00	Bank of the Valley NE 4.1 9/30/2027	100.00	249,000.00	0.00	4.10	249,000.00
Buy	9/30/2022	92891CCP5	249,000.00	VYSTAR Credit Union 4.45 9/30/2027	100.00	249,000.00	0.00	4.45	249,000.00
Buy	9/30/2022	22258JAB7	249,000.00	County Schools FCU 4.4 9/30/2027	100.00	249,000.00	0.00	4.40	249,000.00
	Subtotal		3,747,000.00			3,709,004.99	0.00		3,709,004.99
Deposit	9/30/2022	CAMP60481	70,916.31	California Asset Management Program LGIP	100.00	70,916.31	0.00	0.00	70,916.31
Deposit	9/30/2022	USBANK920	111.50	US BANK Cash	100.00	111.50	0.00	0.00	111.50
Deposit	9/30/2022	FIT	1,245,000.00	Funds in Transit Cash	100.00	1,245,000.00	0.00	0.00	1,245,000.00
Deposit	9/30/2022	OAKVALLEY0670	5,005.31	Oak Valley Bank Cash	100.00	5,005.31	0.00	0.00	5,005.31
Deposit	9/30/2022	OAKVALLEY0670	18,165,612.09	Oak Valley Bank Cash	100.00	18,165,612.09	0.00	0.00	18,165,612.09
	Subtotal		19,486,645.21			19,486,645.21	0.00		19,486,645.21
Total Buy Transactions			23,233,645.21			23,195,650.20	0.00		23,195,650.20
Sell Transact	ions								
Called	9/3/2022	594918BH6	500,000.00	Microsoft Corp 2.65 11/3/2022-22	0.00	500,000.00	4,416.67	0.00	504,416.67
	Subtotal		500,000.00			500,000.00	4,416.67		504,416.67
Matured	9/9/2022	313380GJ0	1,000,000.00	FHLB 2 9/9/2022	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	9/15/2022	62479MJF1	1,000,000.00	MUFG Bank LTD 0 9/15/2022	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	9/19/2022	310567AB8	245,000.00	Farmers State Bank 2.35 9/19/2022	0.00	245,000.00	0.00	0.00	245,000.00
Matured	9/27/2022	313385H41	1,000,000.00	FHLB 0 9/27/2022	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	9/29/2022	01748DAX4	245,000.00	ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022	0.00	245,000.00	0.00	0.00	245,000.00
Matured	9/30/2022	91282CAN1	1,000,000.00	T-Note 0.125 9/30/2022	0.00	1,000,000.00	0.00	0.00	1,000,000.00
	Subtotal		4,490,000.00			4,490,000.00	0.00		4,490,000.00
Withdraw	9/9/2022	LAIF6000Q	500,000.00	Local Agency Investment Fund LGIP	0.00	500,000.00	0.00	0.00	500,000.00
Withdraw	9/21/2022	LAIF6000Q	500,000.00	Local Agency Investment Fund LGIP	0.00	500,000.00	0.00	0.00	500,000.00



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Withdraw	9/27/2022	CAMP60481	500,000.00	California Asset Management Program LGIP	0.00	500,000.00	0.00	0.00	500,000.00
Withdraw	9/28/2022	CAMP60481	500,000.00	California Asset Management Program LGIP	0.00	500,000.00	0.00	0.00	500,000.00
Withdraw	9/30/2022	USBANK920	111.50	US BANK Cash	0.00	111.50	0.00	0.00	111.50
Withdraw	9/30/2022	OAKVALLEY0670	16,648,859.05	Oak Valley Bank Cash	0.00	16,648,859.05	0.00	0.00	16,648,859.05
	Subtotal		18,648,970.55			18,648,970.55	0.00		18,648,970.55
Total Sell Transactions			23,638,970.55			23,638,970.55	4,416.67		23,643,387.22
Interest/Divid	lends								
Interest	9/1/2022	32022RSG3	0.00	1ST Financial Bank, USA 3.3 8/2/2027		0.00	697.88	0.00	697.88
Interest	9/1/2022	752147HK7	0.00	Rancho Santiago CCD 0.956 9/1/2026		0.00	3,465.50	0.00	3,465.50
Interest	9/1/2022	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	549.85	0.00	549.85
Interest	9/1/2022	59161YAP1	0.00	Metro Credit Union 1.7 2/18/2027		0.00	359.52	0.00	359.52
Interest	9/1/2022	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	391.24	0.00	391.24
Interest	9/1/2022	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	395.36	0.00	395.36
Interest	9/1/2022	91435LAB3	0.00	University of Iowa Community Credit Union 3 4/28/2		0.00	624.25	0.00	624.25
Interest	9/1/2022	752147HJ0	0.00	Rancho Santiago Community College GO 0.734 9/2/202		0.00	1,835.00	0.00	1,835.00
Interest	9/1/2022	499724AD4	0.00	Knox TVA Employee Credit Union 3.25 8/30/2023		0.00	676.27	0.00	676.27
Interest	9/1/2022	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	380.66	0.00	380.66
Interest	9/2/2022	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	285.50	0.00	285.50
Interest	9/2/2022	27004PCM3	0.00	Eaglemark Savings Bank 2 3/2/2027		0.00	2,490.30	0.00	2,490.30
Interest	9/5/2022	307811EM7	0.00	The Farmers & Merchants Bank 3.2 8/5/2027		0.00	676.73	0.00	676.73
Interest	9/5/2022	32117BCX4	0.00	First National Bank Dama 2.8 5/5/2023		0.00	592.14	0.00	592.14
Interest	9/7/2022	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	348.94	0.00	348.94
Interest	9/7/2022	359899AE1	0.00	Fulton Bank 2.85 3/7/2023		0.00	3,519.95	0.00	3,519.95
Interest	9/8/2022	3130AP6Q3	0.00	FHLB 0.125 9/8/2023		0.00	625.00	0.00	625.00
Interest	9/8/2022	29367SJQ8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	9/8/2022	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	380.66	0.00	380.66



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	9/8/2022	3137EAEW5	0.00	FHLMC 0.25 9/8/2023		0.00	1,250.00	0.00	1,250.00
Interest	9/8/2022	3130A7PH2	0.00	FHLB 1.875 3/8/2024		0.00	9,375.00	0.00	9,375.00
Interest	9/9/2022	313380GJ0	0.00	FHLB 2 9/9/2022		0.00	10,000.00	0.00	10,000.00
Interest	9/9/2022	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	729.60	0.00	729.60
Interest	9/10/2022	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	740.18	0.00	740.18
Interest	9/10/2022	20367GBH1	0.00	Community Commerce Bank 3.3 8/10/2027		0.00	697.88	0.00	697.88
Interest	9/10/2022	649447VN6	0.00	New York Community Bank 0.7 9/10/2024		0.00	878.66	0.00	878.66
Interest	9/11/2022	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	148.04	0.00	148.04
Interest	9/12/2022	3135G0U43	0.00	FNMA 2.875 9/12/2023		0.00	14,375.00	0.00	14,375.00
Interest	9/12/2022	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	549.85	0.00	549.85
Interest	9/13/2022	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	623.86	0.00	623.86
Interest	9/13/2022	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	602.72	0.00	602.72
Interest	9/13/2022	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	422.96	0.00	422.96
Interest	9/14/2022	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	9/14/2022	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	9/14/2022	46632FSH9	0.00	JP Morgan Chase Bank 1 9/14/2026-23		0.00	2,500.00	0.00	2,500.00
Interest	9/14/2022	45581EAR2	0.00	Industrial and Commercial Bank of China USA, NA 2.		0.00	551.42	0.00	551.42
Interest	9/15/2022	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	719.03	0.00	719.03
Interest	9/15/2022	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	602.72	0.00	602.72
Interest	9/15/2022	819866BL7	0.00	Sharonview Federal Credit Union 3.5 8/16/2027		0.00	740.18	0.00	740.18
Interest	9/15/2022	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	634.44	0.00	634.44
Interest	9/15/2022	62384RAF3	0.00	Mountain America Federal Credit Union 3 3/27/2023		0.00	624.25	0.00	624.25
Interest	9/16/2022	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	422.96	0.00	422.96
Interest	9/16/2022	33640VCF3	0.00	First Service Bank 3.3 5/16/2023		0.00	697.88	0.00	697.88
Interest	9/16/2022	17330FUE9	0.00	Citigroup Global Markets 2.75 6/16/2023		0.00	1,145.83	0.00	1,145.83
Interest	9/17/2022	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	549.85	0.00	549.85



Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	9/18/2022	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	243.20	0.00	243.20
Interest	9/18/2022	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	9/18/2022	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	9/19/2022	560507AJ4	0.00	Maine Savings Federal Credit Union 3.3 5/19/2023		0.00	697.88	0.00	697.88
Interest	9/19/2022	310567AB8	0.00	Farmers State Bank 2.35 9/19/2022		0.00	488.99	0.00	488.99
Interest	9/20/2022	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	740.18	0.00	740.18
Interest	9/20/2022	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	602.72	0.00	602.72
Interest	9/20/2022	89236TFN0	0.00	Toyota Motor Credit Corp 3.45 9/20/2023- 18		0.00	8,625.00	0.00	8,625.00
Interest	9/21/2022	52248LAA4	0.00	Lebanon Federal Credit Union 3.2 9/21/2023		0.00	3,952.22	0.00	3,952.22
Interest	9/22/2022	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	602.72	0.00	602.72
Interest	9/22/2022	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	592.14	0.00	592.14
Interest	9/23/2022	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	433.53	0.00	433.53
Interest	9/23/2022	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	412.38	0.00	412.38
Interest	9/24/2022	03753XBD1	0.00	Apex Bank 3.1 8/24/2023		0.00	645.05	0.00	645.05
Interest	9/24/2022	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	729.60	0.00	729.60
Interest	9/24/2022	3130ALN34	0.00	FHLB 0.7 3/24/2025-21		0.00	3,500.00	0.00	3,500.00
Interest	9/25/2022	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	370.09	0.00	370.09
Interest	9/25/2022	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	634.44	0.00	634.44
Interest	9/26/2022	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	105.74	0.00	105.74
Interest	9/26/2022	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	539.27	0.00	539.27
Interest	9/26/2022	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	348.94	0.00	348.94
Interest	9/26/2022	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	549.85	0.00	549.85
Interest	9/26/2022	90352RCR4	0.00	USAlliance Federal Credit Union 3.45 8/26/2027		0.00	729.60	0.00	729.60
Interest	9/27/2022	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	592.14	0.00	592.14
Interest	9/27/2022	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	222.05	0.00	222.05



Action	Settlement Date		Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	9/27/2022	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	232.63	0.00	232.63
Interest	9/28/2022	080515CH0	0.00	Belmont Savings Bank 2.7 2/28/2023		0.00	561.82	0.00	561.82
Interest	9/28/2022	06062R4E9	0.00	Bank of Baroda New York 3.3 9/28/2023		0.00	4,075.73	0.00	4,075.73
Interest	9/29/2022	01748DAX4	0.00	ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022		0.00	447.38	0.00	447.38
Interest	9/29/2022	52171MAA3	0.00	Leaders Credit Union 3 6/29/2023		0.00	634.44	0.00	634.44
Interest	9/29/2022	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	190.33	0.00	190.33
Interest	9/29/2022	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	179.76	0.00	179.76
Interest	9/30/2022	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	409.32	0.00	409.32
Interest	9/30/2022	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	235.36	0.00	235.36
Interest	9/30/2022	CAMP60481	0.00	California Asset Management Program LGIP		0.00	70,916.31	0.00	70,916.31
Interest	9/30/2022	LAIF6000Q	0.00	Local Agency Investment Fund LGIP		0.00	26,088.47	0.00	26,088.47
Interest	9/30/2022	912828YH7	0.00	T-Note 1.5 9/30/2024		0.00	7,500.00	0.00	7,500.00
Interest	9/30/2022	912828YG9	0.00	T-Note 1.625 9/30/2026		0.00	8,125.00	0.00	8,125.00
Interest	9/30/2022	USBANK920	0.00	US BANK Cash		0.00	111.50	0.00	111.50
Interest	9/30/2022	29278TCP3	0.00	Enerbank USA 3.2 8/30/2023		0.00	665.86	0.00	665.86
Interest	9/30/2022	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	695.84	0.00	695.84
Interest	9/30/2022	912828W71	0.00	T-Note 2.125 3/31/2024		0.00	10,625.00	0.00	10,625.00
Interest	9/30/2022	91282CAN1	0.00	T-Note 0.125 9/30/2022		0.00	625.00	0.00	625.00
Interest	9/30/2022	91282CBU4	0.00	T-Note 0.125 3/31/2023		0.00	1,250.00	0.00	1,250.00
Interest	9/30/2022	06426KAM0	0.00	Bank of New England 3.2 7/31/2023		0.00	649.64	0.00	649.64
Interest	9/30/2022	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	5,005.31	0.00	5,005.31
	Subtotal		0.00			0.00	235,278.21		235,278.21
Total Interest/Dividends			0.00			0.00	235,278.21		235,278.21



# REGULAR AGENDA REQUEST

Print

MEETING DATE November 8, 2022

**Departments: Finance** 

TIME REQUIRED

SUBJECT

Quarterly Investment Report

PERSONS APPEARING BEFORE THE BOARD

#### **AGENDA DESCRIPTION:**

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

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

#### **RECOMMENDED ACTION:**

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

#### FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

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

#### SEND COPIES TO:

#### MINUTE ORDER REQUESTED:

VES 🗖 NO

#### **ATTACHMENTS:**

 Click to download

 Image: Investment Report for the Quarter ending 9/30/2022

History

Time	Who	Approval
10/24/2022 4:33 PM	County Counsel	Yes
10/24/2022 10:22 AM	Finance	Yes
	County Administrative Office	



# DEPARTMENT OF FINANCE COUNTY OF MONO

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

P.O. Box 495 Bridgeport, California 93517 (760) 932-5480 Fax (760) 932-5481 Janet Dutcher, CPA, CGFM, MPA Finance Director Kimberly Bunn Assistant Finance Director Auditor-Controller

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

Date:	November 8, 2022
То:	Honorable Board of Supervisors Treasury Oversight Committee Treasury Pool Participants
From:	Gerald Frank
Subject:	Quarterly Investment Report

The Treasury Pool investment report for the quarter ended September 30, 2022 is attached pursuant to Government Code §53646(b) and includes the following reports:

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

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

- The Sheriff's Department has two accounts: The Civil Trust Account and the Sheriff's Revolving Fund. The balances in these accounts as of September 30, 2022 were \$29,226 and \$3,573 respectively.
- Mono County's PAPEBT (Public Agencies Post-Employment Benefits Trust) fund with PARS had a balance of \$23,514,156 as of September 30, 2022. This is a trust for the purpose of pre-funding both pension obligations and/or other post-employment benefits.

The Treasury was in compliance with the Mono County Investment Policy on September 30, 2022.

Weighted Average Maturity (WAM) as of September 30, 2022 was 650 days.

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

The investments are presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter, on a book basis, the portfolio totaled \$167,690,154 and the market value was \$160,690,911 (calculated by US Bank) or 95.83% of book value. Market value does not include accrued interest, which was \$473,343 on the last day of the quarter.

Quarter Ending	12/31/2021	3/31/2022	6/30/2022	9/30/2022
Average Daily Balance	143,360,604	151,448,581	170,716,890	173,018,306
Earned Interest (including accruals)	420,363	428,500	596,578	803,608.25
Earned Interest Rate	1.1633%	1.1475%	1.4017%	1.8427%
Number of Days in Quarter	92	90	91	92
Interest Received (net of amortized costs)	392,359	407,424	580,449	738,659
Administration Costs	\$8,423	\$19,632	\$11,374	\$11,701
Net Interest for Apportionment	\$383,936	\$387,792	\$569,075	\$726,958

Investment Pool earnings are as shown below:



Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Cash												
Oak Valley Bank Cash	OAKVALLEY0670	2/28/2009	5,539,490.56	5,539,490.56	5.539.490.56	1.326	1.326	N/A	1	None		3.29
Sub Total / Average Cash			5,539,490.56	5,539,490.56	5,539,490.56	1.326	1.326		1		0.00	
Funds In Transit		ĮĮ		0,000,100100	0,000,100.000				· · ·	<u> </u>	0.00	
									1 4	<u>ь.</u>		
Funds in Transit Cash	FIT	3/31/2018	1,245,000.00	1,245,000.00	1,245,000.00	0.000	0.000	N/A	1	None		0.74
Sub Total / Average Funds In Transit			1,245,000.00	1,245,000.00	1,245,000.00	0.000	0.000		1		0.00	0.74
Local Government Investment Pools												
California Asset Management Program LGIP	CAMP60481	8/3/2017	32,217,409.70	32,217,409.70	32,217,409.70	2.610	2.610	N/A	1	None		19.16
Local Agency Investment Fund LGIP	LAIF6000Q	7/1/2014	675,414.62	675,414.62	675,414.62	1.513	1.513	N/A	1	NR		0.40
Sub Total / Average Local Government Investment Pools			32,892,824.32	32,892,824.32	32,892,824.32	2.587	2.587		1		0.00	19.56
CD Negotiable									1			
1ST Financial Bank, USA 3.3 8/2/2027	32022RSG3	8/2/2022	249,000.00	249,000.00	236,838.84	3.300	3.300	8/2/2027	1 767	None	652.86	0.15
Abacus Federal Savings Bank 1.75 10/18/2024	00257TBJ4	10/18/2019	249,000.00	249,000.00	236,550.00	1.750	1.750	10/18/2024		None	143.26	0.15
American Express National Bank 3 5/4/2027	02589ACK6	5/4/2022	249,000.00	246,000.00	230,350.00	3.000	3.000	5/4/2027		None	3,012.66	0.15
American Express National Bank 3 3/4/2027	03753XBD1	8/24/2018	245,000.00	245,000.00	242,915.05	3.100	3.100	8/24/2023		None	124.85	0.15
Austin Telco FCU 1.8 2/28/2025	052392AA5	2/28/2020	249,000.00	249.000.00	233,883.21	1.800	1.800	2/28/2025		None	356.10	0.15
AXOS Bank 1.65 3/26/2025	05465DAE8	3/26/2020	249,000.00	249,000.00	233,315.49	1.650	1.650	3/26/2025		None	45.02	0.15
Bank Hapoalim B.M. 3.5 11/14/2023	06251AV31	11/14/2018	245,000.00	245,000.00	243,209.05	3.500	3.500	11/14/2023		None	3,265.55	0.15
Bank of Baroda New York 3.3 9/28/2023	06062R4E9	11/19/2018	244,724.27	245,000.00	242,995.90	3.300	3.423	9/28/2023	363		44.30	0.15
Bank of Botetourt 1.75 10/25/2024	063907AA7	10/25/2019	249,000.00	249,000.00	236,432.97	1.750	1.750	10/25/2024		None	59.69	0.15
Bank of Deerfield 2.85 2/15/2024	061785DY4	2/15/2019	249,000.00	249,000.00	244,493.10	2.850	2.850	2/15/2024	503	None	291.64	0.15
Bank of Delight 2.85 2/22/2024	061803AH5	2/22/2019	249,000.00	249,000.00	244,423.38	2.850	2.850	2/22/2024	510	None	155.54	0.15
Bank of New England 3.2 7/31/2023	06426KAM0	8/9/2018	247,000.00	247,000.00	245,359.92	3.200	3.200	7/31/2023	304	None	0.00	0.15
Bank of the Valley NE 4.1 9/30/2027	06543PDA0	9/30/2022	249,000.00	249,000.00	245,242.59	4.100	4.100	9/30/2027	1,826	None	0.00	0.15
Beal Bank USA 1.9 2/17/2027	07371CE88	2/23/2022	247,000.00	247,000.00	222,690.26	1.900	1.900	2/17/2027	1,601	None	488.59	0.15
Beal Bank, a Texas State Bank 1.9 2/17/2027	07371AYE7	2/23/2022	247,000.00	247,000.00	222,690.26	1.900	1.900	2/17/2027	1,601	None	488.59	0.15
Belmont Savings Bank 2.7 2/28/2023	080515CH0	2/28/2018	245,000.00	245,000.00	243,995.50	2.700	2.700	2/28/2023	151	None	36.25	0.15
BENEFICIAL BANK 2.15 10/18/2022	08173QBX3	10/18/2017	245,000.00	245,000.00	244,902.00	2.150	2.150	10/18/2022	18	None	2,381.20	0.15
Caldwell Bank & Trust Company 1.95 8/19/2024	128829AE8	8/19/2019	247,000.00	247,000.00	236,616.12	1.950	1.950	8/19/2024	689	None	554.23	0.15
Capital One Bank USA NA 2 8/21/2024	14042TCB1	8/30/2019	245,000.00	245,000.00	234,888.85	2.000	2.000	8/21/2024		None	536.99	0.15
Capital One NA 2.8 4/20/2027	14042RQS3	4/20/2022	246,000.00	246,000.00	229,926.36	2.800	2.800	4/20/2027		None	3,076.01	0.15
Celtic Bank 1.35 4/2/2025	15118RUR6	4/2/2020	249,000.00	249,000.00	231,438.03	1.350	1.350	4/2/2025		None	257.87	0.15
Centerstate Bank 1 4/30/2025	15201QDK0	5/13/2020	248,000.00	248,000.00	228,023.60	1.000	1.000	4/30/2025		None	1,039.56	0.15
CF Bank 2 8/13/2024	15721UDA4	8/13/2019	249,000.00	249,000.00	238,815.90	2.000	2.000	8/13/2024		None	231.95	0.15
City National Bank of Metropolis 1.65 2/14/2025	17801GBX6	2/14/2020	249,000.00	249,000.00	234,042.57	1.650	1.650	2/14/2025		None	180.10	0.15
Commercial Bank Harrogate 3.4 11/15/2023	20143PDV9	11/15/2018	249,000.00	249,000.00	246,898.44	3.400	3.400	11/15/2023		None	347.92	0.15
Commercial Savings Bank 1.8 10/18/2024	202291AG5	10/18/2019	247,000.00	247,000.00	234,993.33	1.800	1.800	10/18/2024		None	2,009.84	0.15
Community Commerce Bank 3.3 8/10/2027	20367GBH1	8/10/2022	249,000.00	249,000.00	236,769.12	3.300	3.300	8/10/2027		None	450.25	0.15
Congressional Bank 2.1 7/24/2024	20726ABD9	7/24/2019	247,000.00	247,000.00	237,683.16	2.100	2.100	7/24/2024		None	966.35	0.15
Connex Credit Union 0.5 8/26/2024	208212AR1	8/26/2021	249,000.00	249,000.00	231,781.65	0.500	0.500	8/26/2024		None	13.64	0.15
Cornerstone Community Bank 2.6 5/17/2024	219240BY3	5/17/2019	249,000.00	249,000.00	242,560.86	2.600	2.600	5/17/2024		None	230.58	0.15
Country Bank New York 3 1/25/2024	22230PBY5	1/25/2019	249,000.00	249,000.00	245,177.85	3.000	3.000	1/25/2024		None	102.33	0.15
County Schools FCU 4.4 9/30/2027	22258JAB7	9/30/2022	249,000.00	249,000.00	248,586.66	4.400	4.400	9/30/2027	,	None	0.00	0.15
Delta National Bank and Trust 0.55 7/21/2025	24773RBW4	7/31/2020	249,000.00 249,000.00	249,000.00	224,226.99	0.550	0.550	7/21/2025		None None	228.88	0.15
Direct Federal Credit Union 3.5 9/11/2023 Discover Bank 3.2 5/19/2027	25460FCF1 254673D94	12/10/2018 5/19/2022	249,000.00	249,000.00 246,000.00	247,600.62 233,675.40	3.500 3.200	3.500 3.200	9/11/2023 5/19/2027		None	477.53 2,911.56	0.15
Discover Bank 3.2 5/19/2027 Dollar BK Fed Savings BK 2.9 4/13/2023	254673D94 25665QAX3	4/13/2022	246,000.00	246,000.00	233,675.40	2.900	2.900	4/13/2027		None	2,911.56	0.15
Eaglemark Savings Bank 2 3/2/2027	27004PCM3	3/2/2022	245,000.00	245,000.00	243,703.95 223,520.18	2.900	2.900	3/2/2023		None	3,309.18	0.15
Englemark Savings Bark 2 3/2/2027 Enerbank USA 3.2 8/30/2023	29278TCP3	8/31/2022	247,000.00	247,000.00	243,062.05	3.200	3.200	8/30/2023		None	0.00	0.15
Energrise Bank & Trust 1.8 11/8/2024	292781CP3 29367SJQ8	11/8/2019	245,000.00	245,000.00	236,465.34	3.200	1.800	11/8/2023		None	270.15	0.15
Evensville Teachers Federal Credit Union 2.6 6/12/	293675JQ8 299547AQ2	6/12/2019	249,000.00	249,000.00	236,465.34	2.600	2.600	6/12/2024		None	514.37	0.15
	32063KAV4	3/27/2020	249,000.00	249,000.00	229,774.71	1.050	1.150	3/27/2025		None	21.49	0.15



Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
First Kentucky Bank Inc 2.55 4/26/2024	32065TAZ4	4/26/2019	249,000.00	249,000.00	242,625.60	2.550	2.550	4/26/2024	574	None	69.58	0.15
First Missouri State Bank 2.85 8/14/2023	32100LBY0	2/13/2019	246,000.00	246,000.00	243,480.96	2.850	2.850	8/14/2023	318	None	921.99	0.15
First National Bank Dama 2.8 5/5/2023	32117BCX4	3/5/2019	249,000.00	249,000.00	247,366.56	2.800	2.800	5/5/2023	217	None	477.53	0.15
First National Bank of McGregor 2.85 2/21/2024	32112UCW9	2/21/2019	249,000.00	249,000.00	244,433.34	2.850	2.850	2/21/2024	509	None	194.42	0.15
First National Bank of Michigan 1.65 2/14/2025	32114VBT3	2/14/2020	249,000.00	249,000.00	234,042.57	1.650	1.650	2/14/2025	868	None	180.10	0.15
First Service Bank 3.3 5/16/2023	33640VCF3	11/16/2018	249,000.00	249,000.00	248,051.31	3.300	3.300	5/16/2023	228	None	315.17	0.15
Firstier Bank 1.95 8/23/2024	33766LAJ7	8/23/2019	249,000.00	249,000.00	238,427.46	1.950	1.950	8/23/2024	693	None	93.12	0.15
Flagstar Bank FSB 0.6 7/22/2025	33847E3W5	7/22/2020	249,000.00	249,000.00	224,553.18	0.600	0.600	7/22/2025	1,026	None	286.52	0.15
FNB Bank Inc/Romney 3 1/16/2024	30257JAM7	1/16/2019	249,000.00	249,000.00	245,509.02	3.000	3.000	1/16/2024	473	None	306.99	0.15
Fulton Bank 2.85 3/7/2023	359899AE1	3/7/2019	245,000.00	245,000.00	244,037.15	2.850	2.850	3/7/2023	158	None	439.99	0.15
Goldman Sachs Bank USA 0.85 7/28/2026	38149MWX7	7/28/2021	248,000.00	248,000.00	217,652.24	0.850	0.850	7/28/2026	1,397	None	369.62	0.15
Great Plains Bank 2.8 2/27/2024	39115UBE2	2/27/2019	249,000.00	249,000.00	244,201.77	2.800	2.800	2/27/2024	515	None	57.30	0.15
Haddon Savings Bank 0.35 10/20/2025	404730DA8	11/12/2020	247,873.30	249,000.00	220,788.30	0.350	0.486	10/20/2025	1,116	None	391.58	0.15
Healthcare Systems Federal Credit Union 3.2 1/18/2	42228LAC5	1/18/2019	245,000.00	245,000.00	244,811.35	3.200	3.200	1/18/2023	110	None	1,589.48	0.15
High Plains Bank 3 1/16/2024	42971GAA9	1/16/2019	245,000.00	245,000.00	241,325.00	3.000	3.000	1/16/2024	473	None	1,530.41	0.15
Home Savings Bank UT 2.85 2/12/2024	43733LBF3	2/12/2019	246,000.00	246,000.00	241,581.84	2.850	2.850	2/12/2024	500	None	941.20	0.15
Industrial and Commercial Bank of China USA, NA 2.	45581EAR2	2/14/2018	245,000.00	245,000.00	244,127.80	2.650	2.650	2/14/2023	137	None	284.60	0.15
Inspire Federal Credit Union 1.15 3/18/2025	457731AK3	3/18/2020	249,000.00	249,000.00	230,544.12	1.150	1.150	3/18/2025	900	None	94.14	0.15
Institution for Savings in Newburyport 0.85 7/29/2	45780PAX3	7/29/2021	249,000.00	249,000.00	218,300.79	0.850	0.850	7/29/2026	1,398	None	5.80	0.15
Jefferson Financial Credit Union 3.35 10/19/2023	474067AQ8	10/19/2018	245,000.00	245,000.00	242,978.75	3.350	3.350	10/19/2023	384	None	3,687.75	0.15
Kemba Financial Credit Union 1.75 10/18/2024	48836LAF9	10/18/2019	249,000.00	249,000.00	236,550.00	1.750	1.750	10/18/2024	749	None	143.26	0.15
Knox TVA Employee Credit Union 3.25 8/30/2023	499724AD4	8/30/2018	245,000.00	245,000.00	243,177.20	3.250	3.250	8/30/2023	334	None	632.64	0.15
Lafayette Federal Credit Union 3.5 11/20/2023	50625LAK9	11/20/2018	249,000.00	249,000.00	247,144.95	3.500	3.500	11/20/2023	416	None	238.77	0.15
Leaders Credit Union 3 6/29/2023	52171MAA3	6/29/2022	249,000.00	249,000.00	247,286.88	3.000	3.000	6/29/2023		None	20.47	0.15
Lebanon Federal Credit Union 3.2 9/21/2023	52248LAA4	9/21/2018	245,000.00	245,000.00	242.839.10	3.200	3.200	9/21/2023		None	193.32	0.15
Live Oak Banking Company 1.85 1/20/2025	538036HP2	1/24/2020	249.000.00	249.000.00	235,551.51	1.850	1.850	1/20/2025		None	366.00	0.15
Maine Savings Federal Credit Union 3.3 5/19/2023	560507AJ4	10/19/2018	249,000.00	249,000.00	248,036.37	3.300	3.300	5/19/2023		None	247.64	
Mainstreet Bank 2.6 4/26/2024	56065GAG3	4/26/2019	249,000.00	249.000.00	242.814.84	2.600	2.600	4/26/2024		None	70.95	
MEDALLION BANK 2.15 10/11/2022	58404DAP6	10/11/2017	245,000.00	245,000.00	244,941.20	2.150	2.150	10/11/2022		None	2,496.65	
Metro Credit Union 1.7 2/18/2027	59161YAP1	2/18/2022	249,000.00	249,000.00	222,396.84	1.700	1.700	2/18/2027	1,602		336.32	
Michigan Legacy Credit Union 3.45 11/9/2023	59452WAE8	11/9/2018	249,000.00	249,000.00	247,070.25	3.450	3.450	11/9/2023		None	494.25	
Morgan Stanley Bank 2.65 1/11/2023	61747MF63	1/11/2018	245,000.00	245,000.00	244,475.70	2.650	2.650	1/11/2023		None	1,440.80	
Morgan Stanley Private Bank 3.55 11/8/2023	61760ARS0	11/8/2018	245,000.00	245,000.00	243,191.90	3.550	3.550	11/8/2023		None	3,455.17	
Mountain America Federal Credit Union 3 3/27/2023	62384RAF3	3/27/2018	245,000.00	245,000.00	243,944.05	3.000	3.000	3/27/2023		None	302.05	
New York Community Bank 0.7 9/10/2024	649447VN6	9/10/2021	249,000.00	249,000.00	232,461.42	0.700	0.700	9/10/2024		None	95.51	0.15
Northland Area Federal Credit Union 2.6 2/13/2023	666496AB0	2/13/2018	245,000.00	245,000.00	244,076.35	2.600	2.600	2/13/2023		None	855.15	
Northwest Bank 2.95 2/13/2024	66736ABP3	2/13/2019	249,000.00	249,000.00	244,846.68	2.950	2.950	2/13/2024		None	342.12	0.15
Numerica Credit Union 3.4 10/31/2023	67054NAM5	10/31/2018	249,000.00	249,000.00	246,985.59	3.400	3.400	10/31/2023		None	0.00	
Pacific Crest Savings Bank 2.85 3/13/2024	69417ACG2	3/13/2019	249,000.00	249,000.00	244,209.24	2.850	2.850	3/13/2024		None	330.52	
Pacific Enterprise Bank 1.15 3/31/2025	694231AC5	3/31/2020	249.000.00	249.000.00	230,280.18	1.150	1.150	3/31/2025		None	0.00	
Pathfinder Bank 0.7 3/11/2026	70320KAX9	3/11/2021	249,000.00	249,000.00	219,954.15	0.700	0.700	3/11/2026	1,258		90.73	
Pentagon Federal Credit Union 0.9 9/29/2026	70962LAS1	9/29/2021	249,000.00	249,000.00	217,533.87	0.900	0.900	9/29/2026		None	6.14	
Peoples Bank Newton NC 2 7/31/2024	710571DS6	8/1/2019	248,725.91	249.000.00	239.012.61	2.000	2.063	7/31/2024	,	None	0.00	
Plains Commerce Bank 2.6 5/10/2024	72651LCJ1	5/10/2019	245,000.00	245,000.00	238,784.35	2.600	2.600	5/10/2024		None	2,495.64	
Preferred Bank LA Calif 2 8/16/2024	740367HP5	8/16/2019	249,000.00	249,000.00	238,766.10	2.000	2.000	8/16/2024		None	191.01	
Raymond James Bank, NA 2 8/23/2024	75472RAE1	8/23/2019	243,000.00	249,000.00	236,774.20	2.000	2.000	8/23/2024		None	514.30	0.15
Resource One Credit Union 1.9 11/27/2024	76124YAB2	2/4/2020	246,016.01	247,000.00	232,862.70	1.900	1.700	11/27/2024		None	369.85	
Sallie Mae Bank/Salt Lake 2.75 4/10/2024	7954502D6	4/10/2019	246,016.01	245,000.00	232,862.70	2.750	2.750	4/10/2024		None	3,193.39	
San Francisco FCU 1.1 3/27/2025	7954502D6 79772FAF3	3/27/2020	245,000.00	245,000.00	239,690.85	1.100	1.100	3/27/2025		None	22.51	0.15
San Francisco FCO 1:1 3/27/2025 Sharonview Federal Credit Union 3.5 8/16/2027	819866BL7	8/16/2022	249,000.00	249,000.00	230,066.53	3.500	3.500	8/16/2027	909		358.15	
State Bank of India-Chicago IL 3.6 11/29/2023	819866BL7 856283G59	8/16/2022	249,000.00	249,000.00	238,898.07	3.500	3.500	11/29/2023	/ -	None	2.996.38	
State Bank of India-Chicago IL 3.6 11/29/2023	856283G59 856487AM5	4/12/2018	245,000.00	245,000.00	243,402.60	2.600	2.600	4/12/2023	-	None	2,996.38	0.15
State Bank of Reeseville 2.6 4/12/2024 Synchrony Bank 1.45 4/17/2025		4/12/2019	249,000.00	249,000.00 248.000.00	1	2.600	2.600	4/12/2024		None	1.635.44	0.15
	87165FZD9				230,962.40						1	
The Farmers & Merchants Bank 3.2 8/5/2027	307811EM7	8/5/2022	249,000.00	249,000.00	235,728.30	3.200	3.200	8/5/2027	1,770		545.75	
Third Federal Savings & Loan 1.95 11/25/2024	88413QCK2	11/25/2019	245,000.00	245,000.00	233,225.30	1.950	1.950	11/25/2024	181	None	1,675.40	0.15



Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Toyota Financial Savings Bank 0.9 4/22/2026	89235MKY6	4/22/2021	248,000.00	248,000.00	220,052.88	0.900	0.900	4/22/2026	1,300	None	984.53	0.15
Triad Bank/Frontenac MO 1.8 11/8/2024	89579NCB7	11/8/2019	249,000.00	249,000.00	236,465.34	1.800	1.800	11/8/2024	770	None	270.15	0.15
UBS Bank USA 3.45 10/24/2023	90348JEV8	10/24/2018	249,000.00	249,000.00	247,159.89	3.450	3.450	10/24/2023	389	None	141.21	0.15
United Community Bank 1.65 2/7/2025	90983WBT7	2/7/2020	249,000.00	249,000.00	234,164.58	1.650	1.650	2/7/2025	861	None	258.89	0.15
University of Iowa Community Credit Union 3 4/28/2	91435LAB3	4/30/2018	245,000.00	245,000.00	243,728.45	3.000	3.000	4/28/2023	210	None	583.97	0.15
USAlliance Federal Credit Union 3.45 8/26/2027	90352RCR4	8/26/2022	249,000.00	249,000.00	238,273.08	3.450	3.450	8/26/2027	1,791	None	94.14	0.15
Verus Bank of Commerce 2.8 2/22/2024	92535LCC6	2/22/2019	249,000.00	249,000.00	244,254.06	2.800	2.800	2/22/2024	510	None	152.81	0.15
VYSTAR Credit Union 4.45 9/30/2027	92891CCP5	9/30/2022	249,000.00	249,000.00	249,144.42	4.450	4.450	9/30/2027	1,826	None	0.00	0.15
Washington Federal Bank 2.05 8/23/2024	938828BJ8	8/23/2019	249,000.00	249,000.00	238,878.15	2.050	2.050	8/23/2024	693	None	97.89	0.15
Sub Total / Average CD Negotiable			26,004,737.16	26,006,000.00	24,996,098.37	2.411	2.413		757		70,952.27	15.47
Commercial Paper	4											
MUFG Bank LTD 0 11/29/2022	62479MLV3	5/31/2022	996,650.00	1,000,000.00	994,590.00	0.000	2.031	11/29/2022	60	Moodys-P1	0.00	0.59
MUFG Bank LTD 0 3/10/2023	62479MQA4	6/16/2022	985,867.78	1,000,000.00	981,130.00	0.000	3.236	3/10/2023		Moodys-P1	0.00	0.59
MUFG Bank LTD 0 5/30/2023	62479MSW4	9/6/2022	973,581.66	1,000,000.00	969,930.00	0.000	4.048	5/30/2023		Moodys-P1	0.00	0.59
Toyota Motor Credit Corp. 0 11/22/2022	89233HLN2	6/22/2022	996,275.28	1,000,000.00	995,250.00	0.000	2.558	11/22/2022		Moodys-P1	0.00	0.59
Sub Total / Average Commercial Paper	05205112142	0/22/2022	3,952,374.72	4,000,000.00	3,940,900.00	0.000	2.968	11/22/2022	129	woodys-r r	0.00	
Corporate Bonds			0,002,014.12	4,000,000.00	0,040,000.00	0.000	2.000		120		0.00	2.00
3M Company 2 2/14/2025-25	88579YBH3	1/21/2022	505,928.75	500,000.00	467,665.00	2.000	1.487	2/14/2025	032	Moodys-A1	1,277.78	0.30
Apple Inc 0.7 2/8/2026-21	037833EB2	2/24/2021	498,044.26	500,000.00	439,790.00	0.700	0.819	2/8/2025		Moodys-Aaa	505.56	0.30
		5/6/2019	498,044.26 504,695.65	500,000.00	439,790.00	3.450	2.816	5/6/2024		Moodys-Aaa Moodys-Aaa	6,900.00	0.30
Apple Inc. 3.45 5/6/2024-14	037833AS9											
Bank of New York Mellon 2.1 10/24/2024	06406RAL1	10/24/2019	499,950.41	500,000.00	473,750.00	2.100	2.105	10/24/2024		Moodys-A1	4,550.00	0.30
Bank of New York Mellon 3.5 4/28/2023	06406RAG2	4/30/2018	500,028.89	500,000.00	497,735.00	3.500	3.489	4/28/2023		Moodys-A1	7,388.89	0.30
Citigroup Global Markets 2.75 6/16/2023	17330FUE9	5/16/2022	500,000.00	500,000.00	491,640.00	2.750	2.750	6/16/2023		S&P-A	534.72	0.30
Colgate-Palmolive 2.25 11/15/2022-17	19416QEL0	11/15/2017	499,995.09	500,000.00	499,225.00	2.250	2.258	11/15/2022		Moodys-Aa3	4,218.75	0.30
John Deere Capital Corp 1.05 6/17/2026	24422EVR7	8/12/2021	499,223.92	500,000.00	436,870.00	1.050	1.093	6/17/2026		Moodys-A2	1,502.08	0.30
Johnson & Johnson 2.625 1/15/2025-17	478160CJ1	1/16/2020	507,987.45	500,000.00	481,645.00	2.625	1.892	1/15/2025		Moodys-Aaa	2,734.38	0.30
JP Morgan Chase Bank 1 9/14/2026-23	46632FSH9	9/14/2021	500,000.00	500,000.00	429,525.00	1.000	1.000	9/14/2026		Moodys-Aa2	222.22	0.30
JPMorgan Chase & Co 2.7 5/18/2023-23	46625HRL6	6/17/2022	498,091.34	500,000.00	495,200.00	2.700	3.317	5/18/2023		Moodys-A1	4,950.00	0.30
Microsoft Corp 2.7 2/12/2025-24	594918BB9	2/13/2020	511,237.61	500,000.00	479,825.00	2.700	1.707	2/12/2025		Moodys-Aaa	1,800.00	0.30
MUFG Union Bank NA 2.1 12/9/2022	90520EAK7	3/11/2022	500,570.51	500,000.00	497,575.00	2.100	1.495	12/9/2022		Moodys-A2	3,237.50	0.30
Pfizer Inc 0.8 5/28/2025-25	717081EX7	1/24/2022	490,290.00	500,000.00	454,020.00	0.800	1.551	5/28/2025		Moodys-A2	1,355.56	0.30
Proctor & Gamble Co. 1.9 2/1/2027	742718FV6	2/2/2022	500,516.75	500,000.00	451,960.00	1.900	1.875	2/1/2027		Moodys-Aa3	1,556.94	0.30
Toyota Motor Credit Corp 1.125 6/18/2026	89236TJK2	7/23/2021	500,901.64	500,000.00	437,375.00	1.125	1.075	6/18/2026		Moodys-A1	1,593.75	0.30
Toyota Motor Credit Corp 3.35 1/5/2024	89236TFS9	2/12/2019	501,695.03	500,000.00	492,660.00	3.350	3.059	1/5/2024		Moodys-A1	3,815.28	0.30
Toyota Motor Credit Corp 3.45 9/20/2023-18	89236TFN0	10/3/2018	499,846.69	500,000.00	494,245.00	3.450	3.484	9/20/2023		Moodys-A1	479.17	0.30
United Parcel Service 2.5 4/1/2023-23	911312BK1	4/5/2018	498,516.01	500,000.00	495,805.00	2.500	3.145	4/1/2023		Moodys-A2	6,215.28	0.30
US Bancorp 1.45 5/12/2025	91159HHZ6	2/12/2021	510,117.35	500,000.00	458,980.00	1.450	0.665	5/12/2025	955	Moodys-A2	2,779.17	0.30
US Bank NA 2.05 1/21/2025	90331HPL1	4/20/2022	489,741.25	500,000.00	470,735.00	2.050	2.982	1/21/2025	844	Moodys-A1	1,964.58	0.30
US Bank NA 3.4 7/24/2023-23	90331HNV1	8/1/2018	499,821.93	500,000.00	495,980.00	3.400	3.448	7/24/2023	297	S&P-AA-	3,116.67	0.30
Sub Total / Average Corporate Bonds			11,017,200.53	11,000,000.00	10,433,835.00	2.225	2.160		716		62,698.28	6.54
Municipal Bonds												
Alvord Unified School Dist 1.327 8/1/2026	022555WU6	8/5/2022	647,168.74	700,000.00	618,177.00	1.327	3.450	8/1/2026	1,401	S&P-AA	1,522.36	0.42
Belmont-Redwood Shores Sch Dist 1.099 8/1/2026	080495HP2	8/4/2021	210,000.00	210,000.00	184,438.80	1.099	1.099	8/1/2026	1,401	Moodys-Aa1	378.24	0.12
Beverly Hills USD 2.65 8/1/2025	088023PK6	7/18/2022	489,318.00	500,000.00	475,990.00	2.650	3.451	8/1/2025	1,036	Moodys-Aa1	2,171.53	0.30
Bonita Unified School District 0.58 8/1/2024	098203VV1	4/15/2021	250,000.00	250,000.00	232,637.50	0.580	0.580	8/1/2024		S&P-AA-	237.64	0.15
Bonita Unified School District 1.054 8/1/2025	098203VW9	4/15/2021	250,000.00	250,000.00	225,792.50	1.054	1.054	8/1/2025		S&P-AA-	431.85	0.15
California Health Facilities Financing Authority 3	13032UC48	6/1/2022	492,408.73	500,000.00	466,175.00	3.244	3.602	6/1/2027		Moodys-Aa3	5,361.61	0.30
Citrus Community College GO 0.819 8/1/2025	17741RGC6	8/4/2020	350,000.00	350,000.00	315,290.50	0.819	0.819	8/1/2025		Moodys-Aa1	469.79	0.21
City of Glendora CA POB 1.898 6/1/2024	378612AE5	9/5/2019	500,000.00	500,000.00	480,080.00	1.898	1.898	6/1/2024		S&P-AAA	3,136.97	0.30
County of Alameda 3.46 8/1/2027	010878BF2	8/24/2022	500,000.00	500,000.00	472,160.00	3.460	3.460	8/1/2027		S&P-AAA	1,730.00	0.30
Desert Sands Unified School District 1.544 8/1/202	250433TY5	5/22/2022	306,323.85	305,000.00	289,704.25	1.544	1.300	8/1/2024		Moodys-Aa2	771.79	0.30
East Side Union High School District 1.331 8/1/202	275282PT2	8/16/2021	505.237.31	500,000.00	439.135.00	1.344	1.050	8/1/2024		Moodys-Aa2	1,090.68	0.18
Fremont Unified School District 1.113 8/1/2027	357155BA7	8/23/2022	263,548.35	300,000.00	252,930.00	1.331	3.900	8/1/2026		Moodys-Aa3	547.22	0.30
	337 133DA7	0/23/2022	203,346.35	300,000.00	252,930.00	1.113	3.900	0/1/2027	1,766	woouys-Aaz	047.ZZ	0.18



Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Hawaiian Gardens Redev 2.714 12/1/2023	41987YAV8	4/29/2019	500,318.28	500,000.00	491,665.00	2.714	2.655	12/1/2023		S&P-AA	4,485.64	0.30
Imperial Community College District 2.024 8/1/2023	452641JN4	10/16/2019	500,000.00	500,000.00	490,330.00	2.024	2.024	8/1/2023	305	S&P-AA	1,658.56	0.30
Long Beach Community College Dist 2 5/1/2025	542411NZ2	3/25/2021	277,845.47	270,000.00	252,174.60	2.000	0.853	5/1/2025	944	Moodys-Aa2	2,235.00	0.16
Los Angeles CA Muni Impt CorpLease 0.683 11/1/2024	5445872S6	3/10/2021	500,647.29	500,000.00	459,765.00	0.683	0.620	11/1/2024	763	S&P-AA-	1,413.43	0.30
Menlo Park City School Dist 1.928 7/1/2024	586840NA4	10/8/2019	500,000.00	500,000.00	480,915.00	1.928	1.928	7/1/2024	640	Moodys-Aaa	2,383.22	0.30
Milpitas USD 0.943 8/1/2025	601670MH2	7/18/2022	653,162.53	700,000.00	634,676.00	0.943	3.450	8/1/2025	1,036	Moodys-Aa1	1,081.83	0.42
Napa Valley Unified School District 1.094 8/1/2026	630362ER8	8/17/2021	501,563.55	500,000.00	440,180.00	1.094	1.010	8/1/2026	1,401	Moodys-Aa3	896.47	0.30
Pasadena USD 2.073 5/1/2026	702282QD9	10/1/2021	517,182.09	500,000.00	458,560.00	2.073	1.088	5/1/2026	1,309	Moodys-Aa3	4,289.96	0.30
Rancho Cucamonga Ca Public Finance Authority 3 5/1	75213EAY0	2/14/2019	449,985.66	450,000.00	446,553.00	3.000	3.004	5/1/2023	213	S&P-AA	5,587.50	0.27
Rancho Santiago CCD 0.956 9/1/2026	752147HK7	7/19/2022	657,658.42	725,000.00	632,714.75	0.956	3.524	9/1/2026	1,432	Moodys-Aa2	558.33	0.43
Rancho Santiago Community College GO 0.734 9/2/202	752147HJ0	9/2/2020	500,000.00	500,000.00	448,940.00	0.734	0.734	9/2/2025	1,068	Moodys-Aa2	295.64	0.30
Rosemead School District 2.042 8/1/2024	777526MP6	10/9/2019	350,000.00	350,000.00	334,194.00	2.042	2.042	8/1/2024	671	Moodys-Aa3	1,171.31	0.21
Saddleback Valley School Dist 2.4 8/1/2027	786318LF0	8/10/2022	477,752.48	500,000.00	451,930.00	2.400	3.408	8/1/2027	1,766	Moodys-Aa1	1,966.67	0.30
San Bernardino Ca Cmnty CLG Dist 1.097 8/1/2026	796720PB0	8/5/2021	250,000.00	250,000.00	219,147.50	1.097	1.097	8/1/2026	1,401	Moodys-Aa1	449.47	0.15
San Bernardino City USD 0.984 8/1/2024	796711G86	10/6/2020	336,111.84	335,000.00	314,109.40	0.984	0.800	8/1/2024	671	Moodys-A1	540.24	0.20
San Bernardino Community College District 2.044 8/	796720MG2	12/12/2019	250,000.00	250,000.00	239,207.50	2.044	2.044	8/1/2024	671	Moodys-Aa1	837.47	0.15
San Diego Community College Dist 2.407 8/1/2027	797272QS3	8/8/2022	962,728.57	1,000,000.00	905,890.00	2.407	3.248	8/1/2027	1,766	Moodys-Aaa	3,944.81	0.59
San Diego Public Facs Fing Auth Wtr Rev 2.003 8/1/	79730CJL9	8/25/2022	463,773.48	500,000.00	443,295.00	2.003	3.654	8/1/2027	1,766	Moodys-Aa2	1,641.35	0.30
San Dieguito UHSD 1.94 8/1/2027	797508HG6	8/15/2022	357,462.14	385,000.00	340,609.50	1.940	3.567	8/1/2027	1,766	Moodys-Aa1	1,224.09	0.23
San Jose Evergreen Community College Dist 1.908 8/	798189PW0	10/1/2019	250,000.00	250,000.00	239,040.00	1.908	1.908	8/1/2024	671	Moodys-Aa1	781.75	0.15
San Jose RDA Successor Agency 2.828 8/1/2023	798170AF3	1/11/2019	304,592.21	305,000.00	301,025.85	2.828	3.000	8/1/2023	305	S&P-AA	1,413.61	0.18
Southwestern Community College GO 0.891 8/1/2025	845389JH9	8/5/2020	501,401.61	500,000.00	450,125.00	0.891	0.790	8/1/2025	1,036	Moodys-Aa2	730.12	0.30
State of California 3 4/1/2024	13063DLZ9	4/4/2019	503,368.04	500,000.00	490,905.00	3.000	2.520	4/1/2024	549	Moodys-Aa2	7,458.33	0.30
University of California 0.985 5/15/2025	91412HKZ5	3/10/2021	501,088.49	500,000.00	453,550.00	0.985	0.900	5/15/2025	958	Moodys-Aa3	1,846.88	0.30
University of California 3.466 5/15/2024-18	91412HBL6	7/9/2019	510,238.62	500,000.00	493,205.00	3.466	2.131	5/15/2024	593	Moodys-Aa2	6,498.75	0.30
University of California 3.638 5/15/2024	91412GVB8	3/8/2021	477,574.99	455,000.00	450,022.30	3.638	0.550	5/15/2024	593	Moodys-Aa2	6,207.34	0.27
West Contra Costa USD 2.077 8/1/2026	9523472G6	9/23/2021	504,139.02	485,000.00	438,444.85	2.077	1.020	8/1/2026	1,401	Moodys-A1	1,650.93	0.29
Sub Total / Average Municipal Bonds			17,322,599.76	17,575,000.00	16,253,684.80	1.888	2.188		1,087		81,098.38	10.45
US Agency												
FAMC 3.03 8/7/2023	31422XA77	7/7/2022	1,000,000.00	1,000,000.00	990,260.00	3.030	3.030	8/7/2023	311	None	4,460.83	0.59
FFCB 0.31 12/29/2023-21	3133EMN81	10/14/2021	998,668.26	1,000,000.00	951,260.00	0.310	0.417	12/29/2023	455	Moodys-Aaa	783.61	0.59
FFCB 0.33 4/5/2024-22	3133EMVD1	4/5/2021	999,243.16	1,000,000.00	938,790.00	0.330	0.380	4/5/2024	553	Moodys-Aaa	1,604.17	0.59
FFCB 0.52 10/14/2025-21	3133EMCP5	10/14/2020	999,240.14	1,000,000.00	887,320.00	0.520	0.545	10/14/2025	1,110	Moodys-Aaa	2,397.78	0.59
FFCB 0.53 10/22/2025-21	3133EMEC2	11/6/2020	998,765.32	1,000,000.00	886,920.00	0.530	0.571	10/22/2025	1,118	Moodys-Aaa	2,326.11	0.59
FFCB 0.68 6/10/2025-22	3133ELH80	6/26/2020	1,000,000.00	1,000,000.00	903,260.00	0.680	0.680	6/10/2025	984	Moodys-Aaa	2,077.78	0.59
FFCB 1.27 11/16/2026-23	3133ENEF3	11/16/2021	1,000,000.00	1,000,000.00	881,640.00	1.270	1.270	11/16/2026	1,508	Moodys-Aaa	4,727.22	0.59
FFCB 1.32 6/1/2026	3133ENGC8	12/1/2021	1,000,000.00	1,000,000.00	900,410.00	1.320	1.320	6/1/2026	1,340	Moodys-Aaa	4,363.33	0.59
FFCB 1.5 10/16/2024	3133EK3B0	10/18/2019	996,217.93	1,000,000.00	947,040.00	1.500	1.694	10/16/2024	747	Moodys-Aaa	6,833.33	0.59
FFCB 2.08 11/1/2022	3133EHM91	11/15/2017	999,966.09	1,000,000.00	998,890.00	2.080	2.121	11/1/2022	32	Moodys-Aaa	8,608.89	0.59
FFCB 2.18 2/16/2027-24	3133ENPB0	2/16/2022	1,000,000.00	1,000,000.00	908,910.00	2.180	2.180	2/16/2027	1,600	Moodys-Aaa	2,664.44	0.59
FFCB 2.35 1/17/2023	3133EH7F4	1/17/2018	999,986.27	1,000,000.00	996,110.00	2.350	2.355	1/17/2023	109	Moodys-Aaa	4,765.28	0.59
FFCB 2.7 4/11/2023	3133EJKN8	4/11/2018	999,915.06	1,000,000.00	993,160.00	2.700	2.717	4/11/2023	193	Moodys-Aaa	12,675.00	0.59
FFCB 2.875 4/26/2027	3133ENVD9	4/26/2022	993,510.46	1,000,000.00	948,570.00	2.875	3.029	4/26/2027	1,669	Moodys-Aaa	12,298.61	0.59
FFCB 3.05 10/2/2023	3133EJD48	10/17/2018	999,326.09	1,000,000.00	986,880.00	3.050	3.123	10/2/2023	367	Moodys-Aaa	15,080.56	0.59
FFCB 3.05 7/19/2027	3133ENB33	7/19/2022	1,000,000.00	1,000,000.00	954,110.00	3.050	3.050	7/19/2027	1,753	Moodys-Aaa	6,015.28	0.59
FFCB 3.17 1/26/2024	3133EJM48	2/4/2019	1,006,258.45	1,000,000.00	985,150.00	3.170	2.662	1/26/2024	483	Moodys-Aaa	5,635.56	0.59
FFCB 3.33 4/12/2027-23	3133ENUH1	4/12/2022	1,000,000.00	1,000,000.00	944,380.00	3.330	3.330	4/12/2027	1,655	Moodys-Aaa	15,540.00	0.59
	0400051100	0/00/0000	000 070 00	1 000 000 00	992,450.00	0.000	3.376	12/22/2022	83	Moodys-Aaa	0.00	0.59
FHLB 0 12/22/2022	313385U20	9/29/2022	992,276.39	1,000,000.00	992,450.00	0.000	5.570	12/22/2022	00			
FHLB 0 1/2/22/2022 FHLB 0 3/15/2023	313385020 313384DB2	9/29/2022 8/2/2022	992,276.39	1,000,000.00	982,570.00	0.000	2.798	3/15/2023		Moodys-P1	0.00	0.59



Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
FHLB 0.5 1/26/2026-21	3130AKMD5	1/26/2021	999,172.27	1,000,000.00	876,320.00	0.500	0.525	1/26/2026	1,214	Moodys-Aaa	888.89	0.59
FHLB 0.51 11/18/2024-22	3130ANFJ4	8/18/2021	1,000,000.00	1,000,000.00	917,860.00	0.510	0.510	11/18/2024		Moodys-Aaa	1,870.00	0.59
FHLB 0.6 1/28/2026-21	3130AKPC4	1/28/2021	1,000,000.00	1,000,000.00	879,190.00	0.600	0.600	1/28/2026		Moodys-Aaa	1,033.33	0.59
FHLB 0.7 3/24/2025-21	3130ALN34	3/24/2021	1,000,000.00	1,000,000.00	909,750.00	0.700	0.700	3/24/2025	906	Moodys-Aaa	116.67	0.59
FHLB 0.8 12/22/2023-22	3130AQAF0	12/22/2021	1,000,000.00	1,000,000.00	954,950.00	0.800	0.800	12/22/2023	448	Moodys-Aaa	2,177.78	0.59
FHLB 1.05 4/15/2026-21	3130ALU51	4/15/2021	1,000,000.00	1,000,000.00	887,210.00	1.050	1.050	4/15/2026	1,293	Moodys-Aaa	4,812.50	0.59
FHLB 1.05 7/29/2026-24	3130ANCA6	7/29/2021	1,000,000.00	1,000,000.00	880,580.00	1.050	1.050	7/29/2026		Moodys-Aaa	1,779.17	0.59
FHLB 1.15 12/10/2024-22	3130AQ3F8	4/18/2022	967,239.92	1,000,000.00	932,140.00	1.150	2.708	12/10/2024	802	Moodys-Aaa	3,513.89	0.59
FHLB 1.15 4/29/2026-21	3130ALXJ8	4/29/2021	1,000,000.00	1,000,000.00	889,430.00	1.150	1.150	4/29/2026	1,307	Moodys-Aaa	4,823.61	0.59
FHLB 1.375 10/28/2026-22	3130APL78	10/28/2021	1,000,000.00	1,000,000.00	885,020.00	1.375	1.375	10/28/2026	1,489	Moodys-Aaa	5,805.56	0.59
FHLB 1.54 1/25/2027-23	3130AQHZ9	1/25/2022	1,000,000.00	1,000,000.00	885,390.00	1.540	1.540	1/25/2027	1,578	Moodys-Aaa	2,780.56	0.59
FHLB 1.6 1/27/2027-23	3130AQKF9	1/27/2022	1,000,000.00	1,000,000.00	887,490.00	1.600	1.600	1/27/2027	1,580	Moodys-Aaa	2,800.00	0.59
FHLB 1.875 3/8/2024	3130A7PH2	10/27/2021	1,017,959.94	1,000,000.00	966,360.00	1.875	0.615	3/8/2024	525	Moodys-Aaa	1,145.83	0.59
FHLB 2.875 6/13/2025	3130A5R35	7/21/2020	803,166.12	755,000.00	727,744.50	2.875	0.483	6/13/2025	987	Moodys-Aaa	6,451.58	0.45
FHLB 3.125 7/21/2023	3130ASRU5	7/21/2022	1,000,000.00	1,000,000.00	991,790.00	3.125	3.125	7/21/2023	294	Moodys-Aaa	5,989.58	0.59
FHLB 3.25 6/9/2023	313383QR5	2/4/2019	451,801.82	450,000.00	447,129.00	3.250	2.632	6/9/2023	252	Moodys-Aaa	4,509.37	0.27
FHLB 3.5 12/8/2023	3130AT7D3	9/1/2022	998,931.40	1,000,000.00	989,860.00	3.500	3.594	12/8/2023	434	Moodys-Aaa	2,819.44	0.59
FHLB 4 5/26/2027-22	3130ARYA3	5/26/2022	1,000,000.00	1,000,000.00	960,660.00	4.000	4.000	5/26/2027	1,699	Moodys-Aaa	13,777.78	0.59
FHLB 4.5 7/26/2027-24	3130ASLA5	7/26/2022	1,000,000.00	1,000,000.00	990,110.00	4.500	4.500	7/26/2027		Moodys-Aaa	8,000.00	0.59
FHLB Step 1/26/2026-23	3130AQJ20	2/11/2022	885,762.17	900,000.00	820,161.00	0.750	1.998	1/26/2026	1.214	Moodys-Aaa	1,200.00	0.54
FHLMC 0.25 6/26/2023	3137EAES4	11/2/2021	998,952.65	1,000,000.00	971,880.00	0.250	0.392	6/26/2023		Moodys-Aaa	652.78	0.59
FHLMC 0.25 9/8/2023	3137EAEW5	3/14/2022	987,492.82	1,000,000.00	962,770.00	0.250	1.606	9/8/2023		Moodys-Aaa	152.78	0.59
FHLMC 0.53 10/28/2025-22	3134GWYZ3	10/28/2020	1,000,000.00	1,000,000.00	886,390.00	0.530	0.530	10/28/2025		Moodys-Aaa	2,237.78	0.59
FHLMC 0.57 10/8/2025-21	3134GWY26	10/8/2020	1,000,000.00	1,000,000.00	889,250.00	0.570	0.570	10/8/2025		Moodys-Aaa	2,723.33	0.59
FHLMC 0.6 7/22/2025-22	3134GV5V6	7/22/2020	1,000,000.00	1,000,000.00	903,620.00	0.600	0.600	7/22/2025		Moodys-Aaa	1,133.33	
FHLMC 3.55 7/26/2024-23	3134GXG40	7/29/2022	1,000,000.00	1,000,000.00	987,020.00	3.550	3.550	7/26/2024		Moodys-Aaa	6,015.28	0.59
FNMA 0.55 1/28/2026-21	3135G06R9	1/28/2021	1,000,000.00	1,000,000.00	879,110.00	0.550	0.550	1/28/2026		Moodys-Aaa	947.22	0.59
FNMA 0.625 7/14/2025-22	3136G4YL1	7/14/2020	1,000,000.00	1.000.000.00	898,650.00	0.625	0.625	7/14/2025		Moodys-Aaa	1,319.44	0.59
FNMA 0.7 7/24/2025-22	3136G4YE7	7/24/2020	1,000,000.00	1,000,000.00	899,750.00	0.700	0.700	7/24/2025		Moodys-Aaa	1,283.33	0.59
FNMA 0.74 6/30/2025-21	3136G4XZ1	6/30/2020	795,000.00	795,000.00	717,813.45	0.740	0.740	6/30/2025		Moodys-Aaa	1,470.75	
FNMA 2 10/5/2022	3135G0T78	10/6/2017	999,998.19	1,000,000.00	999,920.00	2.000	2.014	10/5/2022		Moodys-Aaa	9,722.22	0.59
FNMA 2.375 1/19/2023	3135G0T94	1/23/2018	999,659.45	1,000,000.00	995,850.00	2.375	2.495	1/19/2023		Moodys-Aaa	4,684.03	0.59
FNMA 2.875 9/12/2023	3135G0U43	6/28/2022	998,733.17	1,000,000.00	985,670.00	2.875	3.010	9/12/2023		Moodys-Aaa Moodys-Aaa	1,437.50	0.59
	01000040	0/20/2022				1.573	1.723	5/12/2025	875	Moody3-Add		31.46
Sub Total / Average US Agency			52,871,313.95	52,900,000.00	49,596,587.95	1.573	1.723		8/5		223,009.48	31.46
US Treasury									1			
T-Note 0.125 12/31/2022	91282CBD2	4/6/2022	996,614.13	1,000,000.00	991,850.00	0.125	1.485	12/31/2022		Moodys-Aaa	312.50	
T-Note 0.125 3/31/2023	91282CBU4	3/15/2022	994,122.17	1,000,000.00	981,640.00	0.125	1.316	3/31/2023		Moodys-Aaa	0.00	0.59
T-Note 0.125 3/31/2023	91282CBU4	3/18/2022	994,106.67	1,000,000.00	981,640.00	0.125	1.319	3/31/2023	182	Moodys-Aaa	0.00	0.59
T-Note 0.125 6/30/2023	91282CCK5	3/22/2022	988,441.53	1,000,000.00	970,940.00	0.125	1.691	6/30/2023	273	Moodys-Aaa	312.50	0.59
T-Note 0.375 12/31/2025	91282CBC4	10/22/2021	978,088.73	1,000,000.00	884,260.00	0.375	1.066	12/31/2025	1,188	Moodys-Aaa	937.50	0.59
T-Note 0.5 2/28/2026	91282CBQ3	3/1/2021	989,679.80	1,000,000.00	882,380.00	0.500	0.809	2/28/2026	1,247	Moodys-Aaa	414.36	0.59
T-Note 0.5 4/30/2027	912828ZN3	5/3/2022	894,319.03	1,000,000.00	850,590.00	0.500	3.001	4/30/2027	1,673	Moodys-Aaa	2,078.80	0.59
T-Note 0.75 5/31/2026	91282CCF6	6/4/2021	997,132.40	1,000,000.00	883,130.00	0.750	0.830	5/31/2026	1,339	Moodys-Aaa	2,500.00	0.59
T-Note 1.125 10/31/2026	91282CDG3	11/2/2021	996,836.71	1,000,000.00	886,600.00	1.125	1.205	10/31/2026	1,492	Moodys-Aaa	4,677.31	0.59
T-Note 1.125 10/31/2026	91282CDG3	11/15/2021	996,138.18	1,000,000.00	886,600.00	1.125	1.223	10/31/2026	1,492	Moodys-Aaa	4,677.31	0.59
T-Note 1.5 1/31/2027	912828Z78	1/31/2022	993,222.89	1,000,000.00	896,410.00	1.500	1.664	1/31/2027		Moodys-Aaa	2,486.41	0.59
T-Note 1.5 9/30/2024	912828YH7	3/23/2022	985,505.86	1,000,000.00	948,010.00	1.500	2.250	9/30/2024		Moodys-Aaa	0.00	0.59
T-Note 1.625 9/30/2026	912828YG9	9/30/2021	1,025,347.21	1,000,000.00	907,890.00	1.625	0.974	9/30/2026		Moodys-Aaa	0.00	0.59
T-Note 1.75 6/30/2024	9128286Z8	4/7/2022	985,789.11	1,000,000.00	957,420.00	1.750	2.590	6/30/2024		Moodys-Aaa	4,375.00	0.59
T-Note 2 11/15/2026	912828U24	11/15/2021	1,031,496.84	1,000,000.00	918,280.00	2.000	1.211	11/15/2026		Moodys-Aaa	7,500.00	0.59
T-Note 2.125 12/31/2022	912828N30	3/16/2022	1,002,528.02	1,000,000.00	996,610.00	2.125	1.112	12/31/2022		Moodys-Aaa	5,312.50	0.59
T-Note 2.125 3/31/2024	912828W71	4/19/2022	995,243.48	1,000,000.00	968,240.00	2.125	2.452	3/31/2024		Moodys-Aaa	0.00	0.59
Sub Total / Average US Treasury			16,844,612.76	17,000,000.00	15,792,490.00	1.029	1.541		925		35,584.19	10.11
						1.864			650			-
Total / Average			167,690,153.76	168,158,314.88	160,690,911.00	1.864	2.061		650		473,342.60	100.00



Mono County Distribution by Asset Category - Market Value

### **Investment Portfolio**

Asset Category Allocation								
Market Value 6/30/2022	% of Portfolio 6/30/2022	Market Value 9/30/2022	% of Portfolio 9/30/2022					
6,447,738.20	3.52	5,539,490.56	3.45					
25,401,809.81	13.85	24,996,098.37	15.56					
4,947,980.00	2.70	3,940,900.00	2.45					
12,123,220.00	6.61	10,433,835.00	6.49					
61,642,662.02	33.62	32,892,824.32	20.47					
11,750,008.60	6.41	16,253,684.80	10.11					
43,917,933.50	23.95	49,596,587.95	30.86					
17,143,750.00	9.35	15,792,490.00	9.83					
0.00	0.00	1,245,000.00	0.77					
183,375,102.13	100.00	160,690,911.00	100.00					
s of 6/30/2022	Pc	ortfolio Holdings as of 9/30/202	22					
<ul> <li>3.52%-Cash</li> <li>13.85%-CD Negotiable</li> <li>2.7%-Commercial Pape</li> <li>6.61%-Corporate Bond</li> <li>33.62%-Local Governm</li> <li>6.41%-Municipal Bond</li> <li>23.95%-US Agency</li> <li>9.35%-US Treasury</li> <li>0%-Funds In Transit</li> </ul>			3.45%-Cash 15.56%-CD Negotiable 2.45%-Commercial Pap 6.49%-Corporate Bond 20.47%-Local Governm 10.11%-Municipal Bon 30.86%-US Agency 9.83%-US Treasury 0.77%-Funds In Trans					
	Market Value 6/30/2022 6,447,738.20 25,401,809.81 4,947,980.00 12,123,220.00 61,642,662.02 11,750,008.60 43,917,933.50 17,143,750.00 0.00 183,375,102.13 15 of 6/30/2022 3.52%-Cash 13.85%-CD Negotiable 2.7%-Commercial Pape 6.61%-Corporate Bond 33.62%-Local Governm 6.41%-Municipal Bond 23.95%-US Agency 9.35%-US Treasury	Market Value 6/30/2022         % of Portfolio 6/30/2022           6,447,738.20         3.52           25,401,809.81         13.85           4,947,980.00         2.70           12,123,220.00         6.61           61,642,662.02         33.62           11,750,008.60         6.41           43,917,933.50         23.95           17,143,750.00         9.35           0.00         0.00           183,375,102.13         100.00           1s of 6/30/2022         Pc <ul> <li>3.52%-Cash</li> <li>13.85%-CD Negotiable</li> <li>2.7%-Commercial Pape</li> <li>6.61%-Corporate Bond</li> <li>33.62%-Local Governm</li> <li>6.41%-Municipal Bond</li> <li>23.95%-US Agency</li> <li>9.35%-US Treasury</li> </ul>	Market Value 6/30/2022         % of Portfolio 6/30/2022         Market Value 9/30/2022           6,447,738.20         3.52         5,539,490.56           25,401,809.81         13.85         24,996,098.37           4,947,980.00         2.70         3,940,900.00           12,123,220.00         6.61         10,433,835.00           61,642,662.02         33.62         32,892,824.32           11,750,008.60         6.41         16,253,684.80           43,917,933.50         23.95         49,596,587.95           17,143,750.00         9.35         15,792,490.00           0.00         0.00         1,245,000.00           183,375,102.13         100.00         160,690,911.00           1s of 6/30/2022         Portfolio Holdings as of 9/30/202           0.3.52%-Cash         13.85%-CD Negotiable           0.2.7%-Commercial Pape         6.61%-Corporate Bond           0.3.62%-Local Governm         0.41%-Municipal Bond           0.3.52%-US Agency         9.35%-US Agency           9.35%-US Treasury         9.35%-US Treasury					



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

_	AUG 21	SEP 21	OCT 21	NOV 21	DEC 21	JAN 22	FEB 22	MAR 22	APR 22	MAY 22	JUN 22	JUL 22	AUG 22	SEP 22
On Hand / Bank	<u>\$6,938,343</u>	<u>\$5,811,669</u>	<u>\$7,462,602</u>	<u>\$6,767,799</u>	\$4,938,976	<u>\$4,782,729</u>	<u>\$6,264,058</u>	<u>\$4,831,934</u>	<u>\$5,611,677</u>	\$5,328,565		<u>\$4,432,438</u>	<u>8 \$4,017,732</u>	<u>\$5,539,491</u>
Funds In Transit LAIF/CAMP	¢ 44 54 4 404	\$00 F44 404	¢40.044.400	¢45 544 400	¢00.044.400	¢ 40,000,074	¢11.000.071	¢ 40,000,074	¢ 40, 400, 054	\$245,000		¢ 40 757 000	<b>\$24,004,000</b>	\$1,245,000
Other Investments	\$41,514,401 \$81,525,000	\$36,514,401 \$83,008,000	\$42,041,492 \$87,263,000	\$45,541,492 \$92,263,000		\$48,068,874 \$96,433,000	\$44,068,874 \$97,831,000	\$40,068,874 \$106,333,000	\$46,108,851 \$112,579,000	\$61,608,851 \$115,836,001	\$61,642,662 \$119,645,000	\$40,757,363 \$125,570,000		\$32,892,824 \$128,481,000
	\$129,977,744	\$125,334,070	\$136,767,094	\$144,572,291			\$148,163,932	\$151,233,808	\$164,299,528	· _ · _ ·				\$168,158,315
\$18 \$17 \$16 \$15 \$14 \$13 \$12 \$11 \$10 \$9 \$8 \$7 \$8 \$7 \$6 \$5 \$4 \$3 \$2	0,000,000 0,000,000 0,000,000 0,000,000		SEP 21			C 21 JAN	22 FEB 2	2 MAR 22	APR 22	MAY 22			G 22 SEP 22	
	n Oth	er Investmer	nts		LAIF/C	AMP		Euno	ds In Transit			■ On Hand	d / Bank	

MATURITIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC	TOTALS	
Calendar Year 2022										\$1,490,000.00	\$3,500,000.00	\$3,500,000.00	\$8,490,000.00	
Calendar Year 2023	\$2,490,000.00	\$735,000.00	\$4,490,000.00	\$2,490,000.00	\$2,697,000.00	\$3,199,000.00	\$1,747,000.00	\$2,786,000.00	\$4,239,000.00	\$1,743,000.00	\$1,482,000.00	\$3,500,000.00	\$31,598,000.00	
Calendar Year 2024	\$2,243,000.00	\$1,740,000.00	\$2,249,000.00	\$2,492,000.00	\$1,949,000.00	\$1,749,000.00	\$1,996,000.00	\$3,724,000.00	\$1,249,000.00	\$2,494,000.00	\$2,488,000.00	\$1,000,000.00	\$25,373,000.00	
Calendar Year 2025	\$1,249,000.00	\$1,996,000.00	\$2,245,000.00	\$745,000.00	\$1,770,000.00	\$2,550,000.00	\$3,498,000.00	\$2,300,000.00	\$500,000.00	\$4,249,000.00		\$1,000,000.00	\$22,102,000.00	
Calendar Year 2026	\$3,900,000.00	\$1,500,000.00	\$249,000.00	\$2,248,000.00	\$1,500,000.00	\$2,000,000.00	\$1,497,000.00	\$2,645,000.00	\$2,474,000.00	\$3,000,000.00	\$2,000,000.00		\$23,013,000.00	
Calendar Year 2027	\$3,000,000.00	\$2,243,000.00	\$247,000.00	\$3,246,000.00	\$1,492,000.00	\$500,000.00	\$2,000,000.00	\$4,430,000.00	\$747,000.00				\$17,905,000.00	
TOTAL													\$128,481,000.00	





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

#### **Districts Participating in Pool**

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

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

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



# REGULAR AGENDA REQUEST

🖃 Print

MEETING DATE November 8, 2022

**Departments: Public Health** 

TIME REQUIRED 10 minutes

SUBJECT

COVID-19 (Coronavirus) Update

PERSONS APPEARING BEFORE THE BOARD Dr. Caryn Slack, Public Health Officer

#### **AGENDA DESCRIPTION:**

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

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

#### **RECOMMENDED ACTION:**

None, informational only.

#### FISCAL IMPACT:

None.

CONTACT NAME: Caryn Slack

PHONE/EMAIL: / cslack@mono.ca.gov

#### SEND COPIES TO:

#### MINUTE ORDER REQUESTED:

🗖 YES 🔽 NO

#### **ATTACHMENTS:**

Click to download No Attachments Available

History

Time

Who

Approval



# **REGULAR AGENDA REQUEST**

💻 Print

MEETING DATE November 8, 2022

#### **Departments: Board of Supervisors**

TIME REQUIRED 20 minutes

SUBJECT Humboldt-Toiyabe National Forest Update PERSONS APPEARING BEFORE THE BOARD Megan Mullowney, Bridgeport District Ranger

#### AGENDA DESCRIPTION:

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

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

#### **RECOMMENDED ACTION:**

Informational only.

#### **FISCAL IMPACT:**

None.

#### CONTACT NAME: Megan Mullowney

PHONE/EMAIL: 760-932-5801 / megan.mullowney@usda.gov

#### SEND COPIES TO:

#### MINUTE ORDER REQUESTED:

🗖 YES 🔽 NO

#### ATTACHMENTS:

Click to download
No Attachments Available

History

**Time** 10/24/2022 4:35 PM 10/5/2022 3:44 PM Who County Counsel Finance **Approval** Yes

Yes

County Administrative Office



# **REGULAR AGENDA REQUEST**

💻 Print

MEETING DATE November 8, 2022

**Departments: CAO** 

TIME REQUIRED 2 hours

SUBJECT

TFG (The Ferguson Group) Presentation PERSONS APPEARING BEFORE THE BOARD Kristi More, TFG ( The Ferguson Group)

#### **AGENDA DESCRIPTION:**

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

Presentation by Kristi More regarding Mono County's Federal funding, regulatory, and legislative interests.

#### **RECOMMENDED ACTION:**

Informational only.

#### **FISCAL IMPACT:**

None.

CONTACT NAME: Cheyenne Stone

PHONE/EMAIL: / cstone@mono.ca.gov

#### SEND COPIES TO:

#### MINUTE ORDER REQUESTED:

🗖 YES 🔽 NO

#### ATTACHMENTS:

Click to download
No Attachments Available

History

Time 11/3/2022 8:29 PM 11/3/2022 1:02 PM Who County Counsel Finance **Approval** Yes

Yes

County Administrative Office



# REGULAR AGENDA REQUEST

Print

MEETING DATE November 8, 2022

#### Departments: Public Works, Finance

TIME REQUIRED 20 minutes

 SUBJECT
 Adult Detention Facility Update –
 A

 Local Match Financing Requirements and Schedule of Activities
 B

PERSONS APPEARING BEFORE THE BOARD Paul Roten, Public Works Director; Janet Dutcher, Finance Director

#### AGENDA DESCRIPTION:

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

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.

#### **RECOMMENDED ACTION:**

Receive update and provide direction, as desired. Adopt proposed resolution R22-\_\_\_\_\_, updating the county cash commitment to the new Bridgeport jail construction project. Approve 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).

#### **FISCAL IMPACT:**

This item, if approved, will reduce General Fund carryover balance by almost \$2.5 million and increase the budget for the jail project by \$2.8 million, from \$30.9 million to \$33.7 million, which includes setting aside a contingency allowance of \$800,000.

#### CONTACT NAME: Janet Dutcher

PHONE/EMAIL: 760-932-5494 / jdutcher@mono.ca.gov

#### SEND COPIES TO:

#### MINUTE ORDER REQUESTED:

🔲 YES 🔽 NO

#### ATTACHMENTS:

Click to download

Staff Report

**Resolution** 

#### History

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Time	Who	Approval
11/2/2022 2:40 PM	County Counsel	Yes
11/3/2022 1:01 PM	Finance	Yes
	County Administrative Office	

\_\_\_\_



# DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Kim Bunn Assistant Finance Director Auditor-Controller Janet Dutcher, CPA, CGFM, MPA Director of Finance P.O. Box 556 Bridgeport, California 93517 (760) 932-5490 Fax (760) 932-5491

То:	Board of Supervisors
From:	Janet Dutcher, Director of Finance
Date:	November 8, 2022
Re:	Revised resolution committing additional funds to the new Bridgeport Jail construction project

On March 1, 2022, the Board of Supervisors committed local matching funds totaling \$6,717,355 to the replacement jail facility (Resolution R22-21). At that time, the County's jail project team estimated project costs at \$32,917,031, of which \$1,199,676 represents the cost to demolish the old hospital facility and prepare the site for construction. These later costs are excluded from the Board of State and Community Corrections (BSCC) funded portion of the project and therefore also excluded from the resolution to commit local resources to complete the financing on the project. This item concerns the project costs under review by BSCC, previously estimated at \$31,717,355, of which \$25,000,000 the state will reimburse to the County through the SB 844 funding and the remainder of \$6,717,355 the County finances from local resources.

Since March 1, the jail project team worked to finish construction plans in greater detail, refining previous estimates and conducting professional construction cost analysis. Of significance is the inflationary impact on construction costs. The team estimates the cost of materials, transportation, and labor are more than estimated last March. Consequently, project estimates show the cost to complete the replacement jail facility at \$33,708,998, an increase of \$1,991,643. Before the project can move forward with the State, the County must commit local resources for this increase by adopting a revised jail financing commitment resolution.

A chart comparing estimates over time is illustrated below:



\* includes demolition of hospital and site preparation

\*\* excludes demolition of hospital and site preparation, estimated at \$1,097,017

A strategy accommodating future decisions about how to finance subsequent cost increases is to set aside additional local resources in the Capital Projects fund as a contingency reserve. Staff recommend the Board set aside additional local resources of \$800,000 today into a contingency reserve to be used in case project costs increase later. This avoids needing to pass additional resolutions to satisfy the State. Because it is a contingency account, the County Budget Act requires a 4/5ths vote of the Board to access spending these resources.

Today's board agenda requests the Board take two actions:

- Approve the revised financing commitment resolution, and
- Appropriate a budget adjustment transferring \$2,491,643 from general fund carryover to the Criminal Justice Facility Capital Project Fund. Approve increasing appropriations in the Criminal Justice Facility Capital Project Fund by \$1,991,643 for capital outlay and \$800,000 in contingency.

The schedule to the right summarizes the changed sources and uses of financing on this project and the need to appropriate additional resources from the County's general fund.

	R22-21		
	(March 1,	Today's	Budget
	2022)	Agenda Item	Adjustment
Capital Project Costs			
Construction	\$ 25,641,565	\$ 27,932,116	\$ 2,290,551
Development costs	6,075,790	5,776,882	(298,908)
BSCC share of project	31,717,355	33,708,998	1,991,643
Demolition and site preparation	1,199,676	1,199,676	-
Additional set aside	600,000	300,000	(300,000)
Local share of project	1,799,676	1,499,676	(300,000)
Total project costs	33,517,031	35,208,674	1,691,643
Contingency Reserve	-	800,000	800,000
Total Financing Needs	\$ 33,517,031	\$ 36,008,674	\$ 2,491,643
Source of Financing			
SB 844 Proceeds	\$ 25,000,000	\$ 25,000,000	\$ -
Certificates of Participation	5,344,542	5,344,542	-
2011 Criminal Justice Realignment	600,000	600,000	-
Criminal Justice Facility Construction	,	,	
trust account	332,813	332,813	-
General Fund	-	3,231,643	3,231,643
In Kind	440,000	-	(440,000
BSCC share of project	31,717,355	34,508,998	2,791,643
Certificates of Participation	1,097,017	1,097,017	
General Fund	702,659	402,659	(300,000
Local share of project	1,799,676	1,499,676	(300,000
Local Single of Project	\$ 33,517,031	\$ 36,008,674	\$ 2,491,643

We anticipate resources available in the County's General Fund (GF) carryover balance to comfortably accommodate this budget request. As of June 30, 2022, carryover balance is as follows:

Beginning fund balance, as of July 1, 2021	\$ 8,547,062
FY 2021-22 financial results	
Revenues	44,191,830
Expenditures	 (42,243,492)
Net Surplus	 1,948,338
Ending fund balance, as of June 30, 2022	10,495,400
Not available for spending:	
Inventory	(1,266)
Long-term notes receivable	(887,327)
Advances to other funds	 (99,013)
Available for future appropriation	\$ 9,507,794



#### R22-\_\_

#### A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING UPDATES TO THE COUNTY CASH CONTRIBUTIONS IN CONNECTION WITH BUILDING AN ADULT DETENTION FACILITY PURSUANT TO SB 844 GRANT AWARD

WHEREAS, the existing Mono County Jail (the "Jail") was constructed in 1988; and

**WHEREAS,** the Jail lacks the appropriate programming and treatment space to provide services to inmates, including services to reduce recidivism and prepare inmates for reentry into society; and

**WHEREAS,** the Jail is the only facility in Mono County used to house and treat incustody adult offenders and is nearing the end of its useful life; and

**WHEREAS,** in 2017 the county applied for and received an award of \$25,000,000 through SB 844 to assist in replacing the Jail with an adequate facility which will serve the needs of the County into the future, have adequate space to provide services to reduce recidivism and address the physical and mental health needs of inmates, and comply with current health and safety standards (the "Project"); and

WHEREAS, the Mono County Board of Supervisors ("Board") adopted Resolution R22-21 committing local cash and in-kind contributions of \$6,717,355 to complete funding for the Project, estimated at the time to cost a total of \$31,717,355, of which \$25,000,000 will be reimbursed through SB 844 funding; and

**WHEREAS,** subsequent to March 1, 2022, when Resolution R22-21 was adopted by the Board, total project costs are estimated at \$33,708,998, an increase of \$1,991,643, requiring the Board to commit additional local cash resources from the General Fund in excess of the \$440,000 initially committed by Resolution R22-21; and

**WHEREAS,** Mono County also finds it prudent to set aside additional local funds of \$800,000, as a contingency to mitigate the need to commit additional local resources if project estimates subsequently increase again; and

**WHEREAS,** Mono County wishes to re-establish and confirm the Board's intent and plans to financially support the project in recognition of the current estimates; and

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

-1-

1 2	<b>SECTION ONE</b> : The Board of Supervisors hereby set out in R22-21 and appropriates toward the Project Coun \$9,508,998, consisting of revenue from the sources and in t	ity funds in the total amount of	
3			
4	<ul> <li>General Fund - project costs</li> <li>General Fund - local contingency reserve</li> <li>Certificates of Participation (debt proceeds)</li> <li>Intergovernmental Transfer Funds (IGT)</li> </ul>	\$800,000 \$5,344,542	
5	mengevenmentar fransfer fanas (181)		
6	<ul> <li>2011 Criminal Justice Realignment</li> <li>Criminal Justice Facilities Construction</li> </ul>	\$600,000 ion Fund \$332,813	
7		· · · · · · · · · · · · · · · · · · ·	
8	<b>SECTION TWO:</b> The County reaffirms the commissuing general obligation bonds in the form of Certificates		
9	least \$6,441,559 with no more than a 25-year financing terr	m, of which \$5,344,542 is committed	l
	to providing the legally available funding for the remaining	cash match required for the Project.	
10	<b>SECTION THREE</b> : The County assures that any C		1
11	funds for the Project will be derived exclusively from lawfu will be compatible with the State's lease revenue bond final		d
12	-	C .	
13	<b>SECTION FOUR:</b> The County assures that the pa contribution matching funds for the jail construction projection		
14	authority of the County.		
15	<b>SECTION FIVE</b> : The County assures that the cash	h contribution matching funds	
16	identified for the jail construction project have not been and		
17	otherwise obligated.		
	DASSED ADDOVED and ADODTED this	1 6 2022	
18	<b>PASSED, APPROVED</b> and <b>ADOPTED</b> this by the following vote, to wit:	day of, 2022,	
19	by the following vote, to wit:	day of, 2022,	
19 20	by the following vote, to wit: AYES:	day of, 2022,	
19	by the following vote, to wit: AYES: NOES:	day of, 2022,	
19 20	by the following vote, to wit: AYES: NOES: ABSENT:	day of, 2022,	
19 20 21	by the following vote, to wit: AYES: NOES:	day of, 2022,	
19 20 21 22	by the following vote, to wit: AYES: NOES: ABSENT:	day of, 2022,	
19 20 21 22 23	by the following vote, to wit: AYES: NOES: ABSENT:	Bob Gardner, Chair	
19 20 21 22 23 24	by the following vote, to wit: AYES: NOES: ABSENT:		
<ol> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>25</li> </ol>	by the following vote, to wit: AYES: NOES: ABSENT: ABSTAIN:	Bob Gardner, Chair Mono County Board of Supervisors	
<ol> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>25</li> <li>26</li> </ol>	by the following vote, to wit: AYES: NOES: ABSENT:	Bob Gardner, Chair	
<ol> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>25</li> <li>26</li> <li>27</li> <li>28</li> </ol>	by the following vote, to wit: AYES: NOES: ABSENT: ABSTAIN:	Bob Gardner, Chair Mono County Board of Supervisors	
<ol> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>25</li> <li>26</li> <li>27</li> <li>28</li> <li>29</li> </ol>	by the following vote, to wit: AYES: NOES: ABSENT: ABSTAIN:	Bob Gardner, Chair Mono County Board of Supervisors APPROVED AS TO FORM:	
<ol> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>25</li> <li>26</li> <li>27</li> <li>28</li> <li>29</li> <li>30</li> </ol>	by the following vote, to wit: AYES: NOES: ABSENT: ABSTAIN: ATTEST:	Bob Gardner, Chair Mono County Board of Supervisors	
<ol> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>25</li> <li>26</li> <li>27</li> <li>28</li> <li>29</li> <li>30</li> <li>31</li> </ol>	by the following vote, to wit: AYES: NOES: ABSENT: ABSTAIN: ATTEST:	Bob Gardner, Chair Mono County Board of Supervisors APPROVED AS TO FORM:	
<ol> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>25</li> <li>26</li> <li>27</li> <li>28</li> <li>29</li> <li>30</li> </ol>	by the following vote, to wit: AYES: NOES: ABSENT: ABSTAIN: ATTEST:	Bob Gardner, Chair Mono County Board of Supervisors APPROVED AS TO FORM:	
<ol> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>25</li> <li>26</li> <li>27</li> <li>28</li> <li>29</li> <li>30</li> <li>31</li> </ol>	by the following vote, to wit: AYES: NOES: ABSENT: ABSTAIN: ATTEST: Clerk of the Board	Bob Gardner, Chair Mono County Board of Supervisors APPROVED AS TO FORM:	



# REGULAR AGENDA REQUEST

💻 Print

MEETING DATE November 8, 2022

**Departments: CAO** 

TIME REQUIRED 15 minutes

SUBJECT

Mono County Social Media Policy

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton, CAO

#### **AGENDA DESCRIPTION:**

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

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.

#### **RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

#### FISCAL IMPACT:

None.

CONTACT NAME: Cheyenne Stone

PHONE/EMAIL: /

#### SEND COPIES TO:

#### MINUTE ORDER REQUESTED:

🗆 YES 🔽 NO

#### ATTACHMENTS:

Click to download	
<b>D</b> <u>Staff Report</u>	
<u>Resolution</u>	
D Policy	

History

Time

10/27/2022 9:40 AM	County Counsel	Yes
10/26/2022 3:56 PM	Finance	Yes
	County Administrative Office	



COUNTY ADMINISTRATIVE OFFICER COUNTY OF MONO Robert C. Lawton PO Box 696 Bridgeport, CA 93517-0696 (760) 932-5410 rlawton@mono.ca.gov www.mono.ca.gov

BOARD OF SUPERVISORS	To:	Board of Supervisors
<u>CHAIR</u> Bob Gardner / District 3	10.	Dourd of Supervisors
<u>VICE CHAIR</u> Rhonda Duggan / District 2	From:	Robert C. Lawton, County Administrative Officer
Stacy Corless / District 5 Jennifer Kreitz / District I John Peters / District 4	Date:	November 8, 2022
COUNTY DEPARTMENTS ASSESSOR Hon. Barry Beck DISTRICT ATTORNEY	Re:	Adoption of a Social Media Policy

#### **Recommended Action**

Approve, adopt, and authorize County staff to implement the Social Media Policy for Mono County.

#### Discussion

The County wishes to continue to keep pace with the fast-changing landscape of online communication to provide information to the public utilizing digital platforms and resources. This includes encouraging the use of social media by County staff and departments, where appropriate, to effectively conduct County business, and share public information. Mono County's digital platforms serve as an additional tool to amplify public information, and reach residents and visitors in real time.

The County desires to set reasonable guidelines and parameters on the use of social media by County departments and staff to comply with laws related to the maintenance of public records, laws prohibiting discrimination and harassment, and other requirements, by adopting an official Social Media Policy.

In addition, the County understands that its employees use personal social media platforms to share events in their lives, to communicate, and to discuss their opinions with others, including family, friends and co-workers. However, the use of personal social media may present certain risks, and carries with it certain responsibilities. To assist employees in making responsible decisions about their use of personal social media, the County has established guidelines for appropriate employee use of personal social media as it relates to the employees representation of the County.

As clarified in this policy, only individuals authorized by the County may publish content to a County website or County social media account.

**Fiscal Impact** None.

Malinda Huggans **BEHAVIORAL HEALTH Robin Roberts** COMMUNITY DEVELOPMENT Wendy Sugimura COUNTY CLERK-RECORDER Scheereen Dedman COUNTY COUNSEL Stacey Simon, Esq. ECONOMIC DEVELOPMENT leff Simpson EMERGENCY MEDICAL SERVICES Bryan Bullock FINANCE Janet Dutcher CPA, CGFM, MPA INFORMATION TECHNOLOGY Interim Milan Salva PROBATION Karin Humiston PUBLIC HEALTH Interim Kathy Peterson PUBLIC WORKS Paul Roten SOCIAL SERVICES

Kathy Peterson

Hon. Tim Kendall

SHERIFF / CORONER Hon. Ingrid Braun

ANIMAL SERVICES



#### R22-\_\_

### A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ADOPTING A SOCIAL MEDIA POLICY FOR MONO COUNTY

**WHEREAS**, Mono County wishes to continue to keep pace with the fast-changing landscape of online communication to reflect the way the public communicates and obtains information by encouraging the use of social media by County staff and departments, where appropriate, to effectively conduct County business and share information; and

**WHEREAS**, at the same time, the County desires to set reasonable guidelines and parameters on the use of Social Media by County staff and departments to comply with laws related to the maintenance of public records, laws prohibiting discrimination and harassment; and other requirements by adopting a Social Media Policy;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that the Mono County Social Media Policy attached hereto as Exhibit A and incorporated by this reference is hereby adopted.

**PASSED, APPROVED** and **ADOPTED** this 8th day of November, 2022, by the following vote, to wit:

AYES: NOES: ABSENT: ABSTAIN:

> Bob Gardner, Chair Mono County Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

Clerk of the Board

County Counsel

# EXHIBIT A

# MONO COUNTY SOCIAL MEDIA POLICY

This policy sets forth the social networking and social media policy for Mono County. To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, County Departments may use social media tools to reach a broader audience. The County encourages Department use of social media to further the goals of the County and the missions of its Departments, where appropriate. Section II, does not apply to the Sheriff's Office, as this department is under a law enforcement specific policy related to personal social medial use guidelines.

The County understands that its employees use personal social media sites to share events in their lives, to communicate, and to discuss their opinions with others, including family, friends and co-workers. However, the use of personal social media may present certain risks and carries with it certain responsibilities. To assist employees in making responsible decisions about their use of personal social media, the County has established this policy and guidelines for appropriate employee use of personal social media.

### I. County-Sponsored Social Media Site Use Guidelines

All communication through County operated/sponsored social media should remain professional in nature and should be conducted in accordance with the requirements set forth in this Policy. Employees shall not use County social media for political purposes, to conduct private commercial transactions, or to engage in private business activities. County employees shall be mindful that inappropriate use of County social media can be grounds for disciplinary action up to and including termination.

As clarified in this policy, only individuals authorized by the County may publish content to a County website or County social media account.

#### A. Social Media Requirements for Departments

- 1. Departments utilizing social media for official County business shall:
  - i. Provide social media account credentials for all platforms to the IT Director.
  - ii. Connect all social media accounts to Archive Social.
  - iii. Establish a well thought out social media work plan that complements countywide policies and considers the department's mission, goals, audience, legal risks, technical capabilities, security issues, emergency response procedures, etc. The work plan shall be submitted to the IT Director, County Counsel and CAO's Office for review. The CAO's Office may choose to

include the Public Information Officer or equivalent in the review process as well.

- iv. Ensure that all content is fully accessible to any person requesting documents from the social media site.
- v. Designate a Social Media Coordinator(s) responsible for overseeing the department's social media activity, policy compliance, and security.

### **B.** Authorized Use

- 1. In addition to the IT Department, each department shall maintain a list of all social media accounts utilized by the department. The list should include the date the site was established and, if applicable, the date the site was terminated. Each department is responsible for the maintenance of their department's accounts.
- 2. Department Heads are responsible for designating appropriate levels of official County department social media usage.
  - i. Official County Social media authorization and usage shall be limited only to those employees with a clear business purpose.
  - ii. Appropriate usage levels include identifying what sites an individual is approved to use, as well as defining access restrictions such as publish, edit, comment, or view only.

### C. Establishing County Social Media Site Authenticity

- 1. County department social media sites shall be created and maintained with identifiable characteristics of an official County site that distinguishes them from unofficial and personal sites. If there is a government option available through the social media platform, this option shall be used when establishing the account.
- 2. County social media accounts shall be created using an official County email address when possible. The IT Director must be added as an Administrator on all applicable accounts.
- 3. Contact information should display an official County email address, include a statement about the site being the official account for the department, and provide a link to the County website.
- 4. Each account shall conform to the following requirements:
  - Be identified as sponsored by the County.
  - Contain contact information for the County Department and/or Program.
  - Comply with all applicable federal, state, and county laws, regulations, and

policies including, but not limited to, copyright, records retention, California Public Records Act (PRA), First Amendment, privacy laws, employmentrelated laws, and County-established policies.

- Not contain content in support of, or opposition to, political campaigns, candidates, or ballot measures.
- Not contain information that may tend to compromise the safety or security of the public or public systems.
- Not contain content that violates a legal ownership interest of any other party.

### D. Posting on a County-Sponsored Social Media Site

County social media sites must be clear, precise and follow industry best practices for posting updates. Posts must comply with all applicable federal, state, and county laws, regulations, and policies.

### E. Site Content

- 1. Departments are responsible for establishing and maintaining content posted to their social media sites.
- 2. Social Media Coordinators shall review site activity daily for misuse.
- 3. The following forms of content may be subject to hiding or removal (upon connection to Archive Social or similar platform):
  - profane language or content,
  - discrimination or harassment against protected classes,
  - sexual harassment,
  - solicitations (including promotion or endorsement),
  - promotion or endorsement of political issues,
  - conduct or encouragement of illegal activity,
  - information that may compromise the safety or security of the public,
  - content intended to defame any person, group, or organization,
  - content that violates a legal ownership interest of any other party such as trademark or copyright infringement,
  - false or malicious statements concerning any employee, the County, or its operations,
  - violent or threatening content,
  - disclosure of confidential, sensitive, or proprietary information, or
  - content advocating for alteration of hours, wages, and terms and conditions of employment for County employees.

4. Unacceptable content shall be removed in consultation with County Counsel. Repeat individual violators may be subject to discipline, up to and including termination.

### F. Retention of Content on a County Social Media Site

- 1. Content on County social media sites is subject to the California Public Records Act and the Mono County Records Retention Policy. Any content produced or maintained on a County social media site, including communication posted by the County and communication received from citizens, may be a public record.
- 2. The County utilizes an automated archiving solution provided by Archive Social to comply with applicable public records law and fulfill the above record retention requirements.

### G. Registering a New County Social Media Site

All County social media sites shall be (1) approved by the Department Head, IT Director, and the CAO, (2) published using approved social networking platforms and tools, and (3) administered by the Department's Social Media Coordinator(s).

### H. Unregistering an Existing County Social Media Site

If a social media page is no longer of use, department heads must: (1) notify the CAO and IT Director, (2) ensure records have been archived according to agency guidelines, (3) unpublish and delete the page.

### I. Media contacts

The County strives to anticipate and manage crisis situations in order to reduce disruption to our employees and the public we serve, and to maintain the County's reputation as a credible messenger of public information. To best serve these objectives, the County will respond to the news media in a timely and professional manner only through its designated spokesperson. Employees are not authorized to comment for the County, whether through social media or otherwise, and should direct inquiries regarding the County's position to their department head.

### II. Personal Social Media Use Guidelines

### A. Personal Social Media Use Must Not Impact the Workplace

1. To the extent that personal social media use impacts County employees and clients, employees must follow County policies and regulations as applicable, including but not limited to those that protect individual privacy rights, anti-discrimination and harassment, and anti-workplace violence personnel rules.

- 2. If an employee's conduct on personal social media adversely affects their job performance, the performance of co-workers, or adversely impacts the provision of County services, the County may take corrective or disciplinary action in accordance with the County's personnel rules.
- 3. Employees must never disclose information that may violate client or employee rights, for example, another individual's social security number, medical information or financial information.
- 4. Employees are more likely to resolve work-related complaints by speaking directly with their co-workers or via other channels such as by speaking with the County's Human Resources Department. If an employee nevertheless decides to post work related complaints or criticism, the employee must avoid using statements, photographs, video or audio that reasonably could be viewed as unlawful harassment or discrimination or other violation of the law such as unlawful threatening conduct. Examples of such conduct might include offensive posts that could contribute to a hostile work environment on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or any other status protected by law. Examples of unlawful threatening conduct include posting material that would make a reasonable person afraid for their safety or the safety of their family.

### **B.** Accuracy of Information Related to County

- 1. While work-related social media posts made on personal accounts are not recommended, employees should strive for accuracy in any blog or post and include a link to sources of information. Mistakes shall be corrected or retracted promptly.
- 2. Employees must never post any information or rumors that they know (or should know) are false about their co-workers, the County, County staff, County officials or County clients.
- 3. If an employee chooses to publish a blog or post online content associated with the County, the employee must make it clear that they are not speaking on behalf of the County. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Mono County."

### C. Suggestions to Improve Privacy of Personal Social Media

- Employees who want to keep their personal life separate from their professional or work life should use privacy settings to restrict personal information on public sites. Employees should consider whom they invite or accept to join their social network as those individuals will have access to their profile, photographs, etc.
- 2. Even if an employee has a privacy setting, those invited into their network can easily

print, save, cut, paste, modify or publish anything that is posted. Material can be archived on the Internet even after the account holder has removed it.

### **D.** Using Personal Social Media at Work or During Work Hours

Employees may not use working hours when not on break or meal period for personal social media activities. Employees may not use County email addresses or passwords to register on social networks, blogs or other online tools utilized for personal use.

### For more information

If you have questions or need further guidance, please contact the County's Human Resources Director or designee.

### **User Acknowledgment Form:**

I have received, read, and understand the County's Guidelines for Using Social Media.

Print Name

Signature



<b>REGULAR AGENDA REQUEST</b>					
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	NLGU		3 - NIVA		

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MEETING DATE November 8, 2022

**Departments: Community Development Department** 

TIME REQUIRED 20 minutes

SUBJECT

20 minutes Hydrologic Monitoring at Casa Diablo

PERSONS APPEARING BEFORE THE BOARD Nick Criss, Code Enforcement

#### **AGENDA DESCRIPTION:**

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

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.

#### **RECOMMENDED ACTION:**

Authorize 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.

#### FISCAL IMPACT:

The costs of staff time to administer the contracts and request for proposals, which is reimbursed by Ormat.

#### CONTACT NAME: Nick Criss

PHONE/EMAIL: 7609141419 / ncriss@mono.ca.gov

#### SEND COPIES TO:

#### MINUTE ORDER REQUESTED:

🔲 YES 🔽 NO

#### ATTACHMENTS:

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<b>D</b> <u>Staffreport</u>	
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Time	Who	Approval
11/3/2022 8:27 PM	County Counsel	Yes
11/3/2022 5:23 PM	Finance	Yes
	County Administrative Office	

## Mono County Community Development

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

Planning Division

PO Box 8 Bridgeport, CA 93517 760.932.5420, fax 932.5431 www.monocounty.ca.gov

November 8, 2022

To: Mono County Board of Supervisors

From: Nick Criss, LVHAC Chair

Re: Hydrological Monitoring Proposal

#### RECOMMENDATION

Authorize 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.

#### BACKGROUND

Hydrologic monitoring has been required as part of the 1985 settlement agreement between California Department of Fish and Wildlife and Mammoth Pacific (now Ormat Technologies, Inc. or "Ormat") due to concerns that geothermal energy production could affect the Hot Creek Fish Hatchery springs. It was determined that a monitoring plan be instituted to detect any significant impacts to the aquifer. Currently this work is being conducted by the USGS for \$135,060 in fiscal year 2022.

On August 3, 2022, at the regularly scheduled Long Valley Hydrologic Advisory Committee (LVHAC) meeting, Ormat presented a proposal to change the monitoring entity from the United States Geological Survey (USGS) to environmental consultant McGinley & Associates Inc. (McGinley). The proposal presented at this meeting was informational only with the expectation that a special session would be called in order to vote on the proposal.

#### **PROPOSAL DESCRIPTION**

Currently, two separate monitoring plans are administered by the permitting agencies. The original monitoring plan formed a hydraulic monitoring network for the MP 1, MP2 and PLES1 power plants and were permitted by Mono County. The second Groundwater Monitoring Response Plan (GMRP) is for the Casa Diablo IV site and is administered by the Bureau of Land Management (BLM). Currently all work satisfying both monitoring plans is being handled by the USGS with Ormat funding the original monitoring plan and the BLM currently funding the GMRP monitoring.

Comments received at the August 3, 2022, LVHAC meeting suggested that rather than authorizing the McGinley proposals outright, a Request for Proposal (RFP) process be initiated to allow other potential contractors/vendors who could potently perform the work to submit bids. An RFP process is standard procedure for Mono County when hiring environmental consultants. It was also recommended that the LVHAC should select a subcommittee of members to review proposals and make a recommendation to County staff regarding the best candidate. McGinley would be invited to submit their proposals as part of the selection process.

At a special LVHAC meeting on October 12, 2022, the members were asked to deliberate and vote on a recommendation to County staff that best fits the needs of all stakeholders in the Casa Diablo Basalt Canyon region based on the following options:

Option 1. LVHAC can recommend not to change monitoring entities and continue with USGS.

Option 2. LVHAC can recommend that the monitoring entity be switched to McGinley as proposed. Additional possibilities to consider: Option 2a.- have Mono County hold the contract with McGinley, or Option 2b.- have McGinley contract directly with Ormat.

Option 3. LVHAC can recommend that an RFP process be initiated and have a subcommittee of LVHAC Members review individual proposals. The subcommittee would recommend a proposal option for approval.

The membership decided to recommend a hybrid proposal option by unanimous vote with one abstention, which was a combination of options 2 and 3. The recommendation was to initiate an RFP to solicit proposals from environmental consultants which would be reviewed by a subcommittee of LVHAC members. That subcommittee would then recommend the most appropriate proposal. It was also recommended that the County contract with McGinley to provide services until the RFP process is completed. The RFP process is expected to take no longer than one or two months and to be completed in January of 2023 at the latest. It was also recommended that Mono County contract with McGinley, with Ormat funding the monitoring work, in the interim period from November 2022 until the RFP process is complete.

After discussing the item at the November 2, 2022, Board of Supervisors meeting and considering public comment, it is staff's recommendation that the County expedite the RFP process and not enter into an interim contract with McGinley and Associates. This recommendation is based on two pieces of information provided at the Board's November 1 meeting: (1) the next sampling date is not scheduled to occur until January of 2023, thus providing sufficient time to identify a long-term consultant through the RFP process; and (2) there is concern that if the monitoring entity is changed twice, the possibility of data loss or lack of a smooth transition is heightened.

Accordingly, staff recommends that the Board authorize it to initiate an RFP process to identify a long-term monitoring entity that can transition into the performance of monitoring activities in January of 2023, without an interim contract at the present time.



# REGULAR AGENDA REQUEST

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MEETING DATE November 8, 2022

TIME REQUIRED		PERSONS
SUBJECT	Closed Session - Labor Negotiations	APPEARING BEFORE THE BOARD

### AGENDA DESCRIPTION:

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

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

#### **RECOMMENDED ACTION:**

FISCAL IMPACT:

CONTACT NAME: PHONE/EMAIL: /

#### SEND COPIES TO:

#### MINUTE ORDER REQUESTED:

🗖 YES 🔽 NO

#### **ATTACHMENTS:**

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No Attachments Available

History

Time

Who

County Counsel

Approval

Finance



# REGULAR AGENDA REQUEST

🖃 Print

MEETING DATE November 8, 2022

#### TIME REQUIRED

SUBJECT

Closed Session - Public Employee Evaluation

PERSONS APPEARING BEFORE THE BOARD

#### **AGENDA DESCRIPTION:**

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

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

#### **RECOMMENDED ACTION:**

#### FISCAL IMPACT:

CONTACT NAME: PHONE/EMAIL: /

**SEND COPIES TO:** 

#### MINUTE ORDER REQUESTED:

🔲 YES 🔽 NO

#### **ATTACHMENTS:**

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History

Time	Who	Approval
10/27/2022 9:27 AM	County Counsel	Yes
10/24/2022 10:21 AM	Finance	Yes
	County Administrative Office	



# **REGULAR AGENDA REQUEST**

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MEETING DATE November 8, 2022

**Departments: CAO** 

TIME REQUIRED 2 hours

SUBJECT Housing Policy Workshop

PERSONS APPEARING BEFORE THE BOARD Stan Keasling, Sanjay Choudhrie, Housing Authorities Manager

#### **AGENDA DESCRIPTION:**

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

Presentation by Stan Keasling on Housing Policy.

#### **RECOMMENDED ACTION:**

Board will articulate Housing Policy for Mono County. Provide any desired direction to staff.

#### FISCAL IMPACT:

CONTACT NAME: Sanjay Choudhrie

PHONE/EMAIL: 760 932 5406 / schoudhrie@mono.ca.gov

#### SEND COPIES TO:

#### MINUTE ORDER REQUESTED:

🗆 YES 🔽 NO

### ATTACHMENTS:

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History Time

TimeWhoApproval11/2/2022 11:07 AMCounty CounselYes11/2/2022 4:22 PMFinanceYesCounty Administrative OfficeYes