



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 December 12, 2023

TELECONFERENCE INFORMATION

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

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

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

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/89448152815> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 894 4815 2815.

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 894 4815 2815.

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

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

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 - 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. California Governor's Office of Emergency Services Governing Body Resolution for purposes of Grant Program Administration

Departments: Emergency Management

California Governor's Office of Emergency Services (CalOES) requires the Board of Supervisors to appoint by resolution specific staff to execute on behalf of the County all actions related to obtaining federal financial assistance for any existing or future grant programs specified within the resolution. Some minor, technical issues were identified with the County's current resolution and this item would correct those issues without altering the designees.

Recommended Action: Adopt proposed resolution.

Fiscal Impact: No immediate fiscal impact is associated with this item, however, the annual award to Mono County between the Emergency Management Performance Grant (EMPG) and Homeland Security Grant Program (HSGP) grant programs is approximately \$210,000. The preliminary estimate of Federal

Emergency Management Agency (FEMA) reimbursement for the 2023 Winter Storms is \$1.8 million.

B. Agreements with Mono County Office of Education and Office of Child Abuse and Prevention/California Children's Trust Fund

Departments: Health and Human Services (HHS)

Proposed contracts with Mono County Office of Education pertaining to Office of Child Abuse and Prevention (OCAP) funds.

Recommended Action: Approve, and authorize Chair to enter into agreements with Mono County Office of Education for (1) coordination of the Mono County Child Abuse Prevention Council, and (2) coordination of the California Alternative Payment Program child care service for the period of July 1, 2023 through June 30, 2026 and a not-to-exceed amount of \$99,000 (as to the Child Abuse Prevention Council contract) and \$248,710 (as to the California Alternative Payment Program contract).

Fiscal Impact: 1. The agreement amount for the MCOE CAPC contract is up to \$33,000 per year, not to exceed \$99,000 for the 3-year term of the agreement, July 1, 2023 through June 30, 2026. All requested funds shall come from the County Children's Trust Fund. 2. The agreement amount for the MCOE CAPP contract is up to \$95,864 for the first year, \$78,008 for the second year, and \$60,150 for the final year, not to exceed \$248,710 for the 3-year term of the agreement, July 1, 2023, through June 30, 2026. All requested funds shall come from one-time ARPA Community Based Child Abuse Prevention funds and Child Abuse Prevention Intervention and Treatment funds through OCAP. There is no cost to the Mono County General Fund.

C. Appointment to the Mammoth Lakes Mosquito Abatement District

Departments: Clerk of the Board

In May of 2023, one seat on the Mammoth Lakes Mosquito Abatement District (MLMAD) Board was vacated. There were no applications initially submitted. In September of 2023, one application was submitted.

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

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED

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

A. G.C. Products Grant Support Letter

Letter of support for the G. C. Forest Products Wood Pellet Mill application to the USDA Forest Service Wood Innovations Grant (WIG) Program.

7. REGULAR AGENDA - MORNING

A. Child Support Services Department Presentation

Departments: Child Support Services
15 minutes

(Amy Weurdig, Eastern Sierra Child Support Services Regional Director) - Presentation from the Eastern Sierra Department of Child Support Services.

Recommended Action: None, informational only.

Fiscal Impact: None.

B. Whitebark Presentation on Regional Wildfire Resiliency

Departments: Board of Supervisors, Sponsored by Supervisor Gardner
30 minutes

(Janet Hatfield, Whitebark Forest Resilience Program Manager) - Presentation by Whitebark Institute on Regional Wildfire Resilience work beyond the Eastern Sierra Climate and Communities Resilience Project (ESCCRP).

Recommended Action: None, informational only.

Fiscal Impact: None.

C. Eastern Sierra Green Business Program Update

Departments: County Administrative Office
45 minutes

(Pam Close Bold, High Sierra Energy Executive Director and Jess Blackwell, High Sierra Energy) - The High Sierra Energy Foundation implements the Eastern Sierra Green Business Program, a comprehensive environmentally-focused business certification program. Initially, we ran the program only in Mammoth Lakes for the first two years and later expanded to the entire region. Even with limited funding, the Covid pandemic, impacts from wildfires and last year's historic winter, nearly 100 businesses in the region have become certified or are somewhere in-between in their certification process. The Eastern Sierra program is one of only a few programs within California Green Business Network that is not funded by its municipalities, historically relying instead on funding from the CalEPA -- however due to state budget deficit, this funding is no longer available. We are seeking funding to ensure the program can thrive and continue to serve our communities across Mono and Inyo counties. Investing in a green business program is not just an environmental responsibility but a strategic move for the economic, social, and environmental well-being of Mono County, fostering a thriving and sustainable community.

Recommended Action: None, informational only.

Fiscal Impact: None.

D. Postponement of Implementation of Senate Bill (SB) 43 – Criteria for Involuntary Commitment

Departments: Behavioral Health

10 minutes

(Robin K. Roberts, Behavioral Health Director) - SB 43 is scheduled to take effect on January 1, 2024. This new law expands the criteria for involuntary commitment under existing law to include situations where a person, as a result of a severe substance use disorder, a co-occurring mental health disorder and severe substance use disorder, or chronic alcoholism is unable to provide for their own personal safety or necessary medical care. There is a provision to delay enactment of SB 43 by two years with the adoption of a Board resolution making findings as to why the jurisdiction needs additional time to comply with the law. Mono County has no facilities available to provide the proper treatment to those who would meet this new criteria and staff is therefore recommending that implementation be delayed until January 1, 2026, as allowed by the law.

Recommended Action: Adopt proposed resolution delaying implementation of SB 43 in Mono County until January 1, 2026.

Fiscal Impact: None.

E. Funding Opportunities for Affordable Housing and Other Projects

Departments: County Counsel

30 minutes

(Christopher Beck, Assistant County Counsel) - Provide the Board with an update regarding funding opportunities, including enhanced infrastructure financing districts (EIFDs), increase in transient occupancy tax (TOT), or other options, for affordable housing and other projects.

Recommended Action: Provide direction to staff regarding options which should be investigated further and brought back to the Board for future action.

Fiscal Impact: None.

F. Pension Workshop

Departments: Finance

45 minutes

(Janet Dutcher, Finance Director; Dan Matusiewicz, GovInvest) - Presentation by GovInvest, Inc. updating the Board about CalPERS policy and investment strategies, current challenges, and how Mono County is doing, including projection of the unfunded accrued liability, its funded status, contribution

requirements, and future budgetary impacts.

Recommended Action: None. Presentation and discussion only.

Fiscal Impact: None.

G. Employment Agreement with Tom Perry as Part-time Building Official

Departments: Community Development

10 minutes

(Wendy Sugimura, Community Development Director) - Proposed employment agreement with Tom Perry as part-time Building Official.

Recommended Action: Approve proposed Resolution, approving a contract with Tom Perry as Building Official, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The estimated cost of this position for the remainder of the fiscal year is \$19,068, of which \$18,630 is salary and \$438 is payroll taxes. The total cost of salary for an entire fiscal year is approximately \$38,135, of which \$37,260 is salary and \$875 is payroll taxes. This is included in the Department's FY 2023/24 adopted budget.

H. Resolution Declaring December 22, 2023, a County Holiday and Closing County Offices on that Day

Departments: Board of Supervisors

5 minutes

(Stacey Simon, County Counsel) - Proposed resolution closing County offices on December 22, 2023, and declaring that day a County Holiday.

Recommended Action: Adopt proposed resolution closing County offices on December 22, 2023, and declaring that day a County Holiday.

Fiscal Impact: None.

I. Election Update

Departments: Elections

5 minutes

(Queenie Barnard, Clerk-Recorder-Registrar) - Update on the March 5, 2024, Presidential Primary Election.

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

Fiscal Impact: None.

8. CLOSED SESSION

A. Closed Session - Labor Negotiations

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

B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Villanueva v. Mammoth Unified School District, et al. (Case No: 22UCM99).

C. Closed Session - Public Employee Evaluation

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

9. REGULAR AGENDA - AFTERNOON

A. Memorandum of Understanding for Mono County Public Employees Bargaining Unit (MCPE)

Departments: CAO, HR, Finance, and County Counsel
15 minutes

(Sandra Moberly, County Administrative Officer) - Proposed resolution approving Memorandum of Understanding (MOU) with the International Union of Operating Engineers, Stationary Local 39, AFL-CIO, the Exclusively Recognized Employee Organization representing the Mono County Public Employees (January 1, 2024 - December 31, 2026).

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

Fiscal Impact: The fiscal impact is \$621,000 for 2024, \$1,274,000 for 2025, and \$1,776,000 for 2026, for a total of \$3,671,000 during the 3-year term. The average compensation cost increase is 6.82%.

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 December 12, 2023

Departments: Emergency Management

TIME REQUIRED

SUBJECT California Governor's Office of
Emergency Services Governing Body
Resolution for purposes of Grant
Program Administration

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

California Governor's Office of Emergency Services (CalOES) requires the Board of Supervisors to appoint by resolution specific staff to execute on behalf of the County all actions related to obtaining federal financial assistance for any existing or future grant programs specified within the resolution. Some minor, technical issues were identified with the County's current resolution and this item would correct those issues without altering the designees.

RECOMMENDED ACTION:

Adopt proposed resolution.

FISCAL IMPACT:

No immediate fiscal impact is associated with this item, however, the annual award to Mono County between the Emergency Management Performance Grant (EMPG) and Homeland Security Grant Program (HSGP) grant programs is approximately \$210,000. The preliminary estimate of Federal Emergency Management Agency (FEMA) reimbursement for the 2023 Winter Storms is \$1.8 million.

CONTACT NAME: Chris Mokracek

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Resolution](#)

History

Time	Who	Approval
12/6/2023 7:52 PM	County Counsel	Yes
11/27/2023 2:52 PM	Finance	Yes
12/7/2023 8:41 AM	County Administrative Office	Yes



MONO COUNTY
OFFICE OF EMERGENCY MANAGEMENT



TO: Honorable Board of Supervisors

FROM: Chris Mokracek, Director of Emergency Management

DATE: December 12, 2023

RE: Update to CalOES Governing Body Resolution for purposes of Grant Program Administration

Recommendation

Authorize the Board Chair to sign the 2023-2026 Mono County Governing Body Resolution document for CalOES.

Discussion

Mono County is a sub-grantee of the State of California for the Emergency Management Performance Grant (EMPG) and Homeland Security Grant Program (HSGP), 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 between the EMPG and HSGP grant programs is roughly \$210,000.



DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO
 (Governing Body) (Name of Applicant)

THAT COUNTY ADMINISTRATIVE OFFICER, OR
 (Title of Authorized Agent)
DIRECTOR OF EMERGENCY MANAGEMENT, OR
 (Title of Authorized Agent)
FINANCE DIRECTOR
 (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the COUNTY OF MONO,
 (Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the COUNTY OF MONO, a public entity established under the
 (Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this 12th day of December, 2023.

Jennifer Kreitz
 (Name and Title of Governing Body Representative)

Rhonda Duggan
 (Name and Title of Governing Body Representative)

Bob Gardner
 (Name and Title of Governing Body Representative)

John Peters
 (Name and Title of Governing Body Representative)

Lynda Salcido
 (Name and Title of Governing Body Representative)

CERTIFICATION

I, Danielle Espinosa, duly appointed and Clerk of the Board of
 (Name) (Title)
County of Mono, do hereby certify that the above is a true and
 (Name of Applicant)

correct copy of a resolution passed and approved by the Board of Supervisors
 (Governing Body)
 of the County of Mono on the 12th day of December, 2023.
 (Name of Applicant)

 (Signature)

Clerk of the Board of Supervisors
 (Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 12, 2023

Departments: Health and Human Services (HHS)

TIME REQUIRED

SUBJECT Agreements with Mono County Office
of Education and Office of Child
Abuse and Prevention/California
Children's Trust Fund

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contracts with Mono County Office of Education pertaining to Office of Child Abuse and Prevention (OCAP) funds.

RECOMMENDED ACTION:

Approve, and authorize Chair to enter into agreements with Mono County Office of Education for (1) coordination of the Mono County Child Abuse Prevention Council, and (2) coordination of the California Alternative Payment Program child care service for the period of July 1, 2023 through June 30, 2026 and a not-to-exceed amount of \$99,000 (as to the Child Abuse Prevention Council contract) and \$248,710 (as to the California Alternative Payment Program contract).

FISCAL IMPACT:

1. The agreement amount for the MCOE CAPC contract is up to \$33,000 per year, not to exceed \$99,000 for the 3-year term of the agreement, July 1, 2023 through June 30, 2026. All requested funds shall come from the County Children's Trust Fund. 2. The agreement amount for the MCOE CAPP contract is up to \$95,864 for the first year, \$78,008 for the second year, and \$60,150 for the final year, not to exceed \$248,710 for the 3-year term of the agreement, July 1, 2023, through June 30, 2026. All requested funds shall come from one-time ARPA Community Based Child Abuse Prevention funds and Child Abuse Prevention Intervention and Treatment funds through OCAP. There is no cost to the Mono County General Fund.

CONTACT NAME: Michelle Raust

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

SEND COPIES TO:

Michelle Raust, HHS

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Exhibit A - past resolution](#)

[Contract](#)

[Contract](#)

History

Time	Who	Approval
11/28/2023 1:52 PM	County Counsel	Yes
12/4/2023 1:49 PM	Finance	Yes
12/6/2023 10:55 AM	County Administrative Office	Yes



MONO COUNTY HEALTH AND HUMAN SERVICES

Social Services Division

PO Box 1262, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1770 • FAX (760) 924-5431

To: Mono County Board of Supervisors

From: Michelle Raust, Program Manager, Health and Human Services (HHS), Social Services Division

Date: December 12, 2023

Re: Request for Mono County Health and Human Services to enter into agreements with the Mono County Office of Education (MCOE) to conduct Child Abuse Prevention Council (CAPC) coordination and California Alternative Payment Program (CAPP) services.

Discussion

It is the role of the Child Abuse Prevention Council to review, prioritize, and recommend to the Board of Supervisors program funding for the County Children's Trust Fund (CCTF). At the most recent CAPC meeting on July 20, 2023, the CAPC moved to approve continued use of CCTF funds for CAPC Coordination. The CAPC further provided recommendations as to other Office of Child Abuse and Prevention (OCAP) funding.

The Mono County BOS shall make the final determination as to how CCTF funds will be used. As such, the HHS Department comes before the Board to request continued funding of the CAPC for the three-year period of June 1, 2023 to July 30, 2026. HHS has had a long-standing partnership with MCOE to deliver CAPC services and to ensure primary prevention of child abuse and neglect in Mono County. The CAPC Coordinator will report to the BOS annually, as to its activities and outcomes.

The recommendation to use CCTF funds is supported by California Welfare and Institution sections 18967 and 18983 which provides that funds held in the CCTF shall be used to fund "child abuse and neglect prevention and intervention programs," including Child Abuse Prevention Coordinating Councils.

Background

In 2001, the Mono County Board of Supervisors (BOS) passed Resolution R01-114 creating the Mono County Child and Family Advisory Board (commonly known as the Mono County Child Abuse Prevention Council or CAPC) and establishing a County Children's Trust Fund (CCTF) (Exhibit A).

The CCTF is funded through fees collected from birth certificates in addition to state Community Based Child Abuse Prevention (CBCAP) funds, for which Mono County reliably receives an allocation of approximately \$30,000 annually. For the fiscal year of 2022-23, Mono County collected \$2,175 in birth certificate fees and the State granted Mono County \$30,717 in CBCAP funds to deposit into the CCTF.

Additionally, the California Department of Social Services distributes Kids' Plates Program revenue to each County to fund the CCFT. County share is based on the proportion of the county's population of children less than 18 years of age compared to the total population of children in California. In fiscal year 2022-2023, Mono County received .03% of the total California distribution, amounting to \$221.

Other OCAP funds, in addition to CCTF and CBCAP:

The California Office of Child Abuse and Prevention (OCAP) administers federal grants, contracts, and state programs designed to promote best practices in the prevention, intervention and treatment of child abuse and neglect. Mono County receives the following additional allocations which are administered by OCAP:

1. Child Abuse Prevention Intervention and Treatment (CAPIT):

Mono County receives a \$60,150 annual allocation which was realigned in 2011. These funds, in combination with a one-time American Rescue Plan Act (ARPA) CBCAP allocation of \$53,572 to be spent by December 30, 2025 will support the Mono County Office of Education's administration of the California Alternative Payment Program (CAPP) program.

This intervention specifically addresses the lack of funding for subsidized childcare in Mono County. In fiscal year 2022-23 during numerous stakeholder convenings and focus groups, community members identified affordable childcare as a significant community need, as described in Mono County's 2023-2028 Community Self-Assessment. Presently, there is a waitlist for families to receive the California Alternative Payment Program (CAPP) funds allocated to Mono County. There are more families in need of subsidized childcare than there are available funds.

This agreement will increase access for childcare for low-income, working families and reduce the risk of children being unsupervised.

2. Promoting Safe and Stable Families (PSSF):

Mono County receives \$10,000 in PSSF funds annually and administers these funds internally. PSSF funds go directly to families with children who in need of supports to help stabilize their homes. PSSF funds are an excellent tool for social workers to help families in need of simple, yet critical, concrete supports and services such as transportation needs, communication (phone/internet), housing/rental supports, utilities, clothing, food, furniture, and respite care. These funds are flexible in nature and intended to reduce the risk of child abuse and neglect by supporting parents, guardians, and adoptive parents with concrete needs and services. No action is needed by the Board of Supervisors to spend these funds.

If you have any questions about any of these items, please do not hesitate to contact Michelle Raust at (760) 924-1758.



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RESOLUTION NO. R01- 114

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS DESIGNATING THE MONO COUNTY CHILD AND FAMILY ADVISORY BOARD AS ITS "DESIGNATED COMMISSION" THAT SHALL CARRY OUT THE PURPOSES OF ARTICLE 5 OF CHAPTER 11 OF PART 6 OF DIVISION 9 OF THE WELFARE AND INSTITUTIONS CODE (CHILDREN'S TRUST FUND), AND ESTABLISHING THE MONO COUNTY CHILDREN'S TRUST FUND

WHEREAS, a board of supervisors may designate an existing local voluntary commission, board or council (hereinafter referred to as "designated commission") in order to carry out the purposes of Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund); and

WHEREAS, the designated commission must either be a commission whose duties are primarily related to children, with special emphasis upon child abuse and neglect prevention and intervention services, or whose duties relate to human services; and

WHEREAS, when a board of supervisors designates such a commission, it shall also establish a county children's trust fund; and

WHEREAS, the duties of a designated commission include establishing criteria for determining those programs that shall receive funding from the children's trust fund, accepting and prioritizing proposals that meet such criteria, and making recommendations to the board of supervisors as to those proposals that the commission feels should receive funding; and

WHEREAS, the Mono County Child and Family Advisory Board is an existing local voluntary commission, board or council whose duties are primarily related to children, with special emphasis upon child abuse and neglect prevention and intervention services;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors as follows:

SECTION ONE: Pursuant to Section 18965 of the Welfare and Institutions Code, the Board hereby designates the Mono County Child and Family Advisory Board as its "designated commission" in order to carry out the purposes of Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund).

SECTION TWO: Pursuant to Section 18966 of the Welfare and Institutions Code, the Board hereby establishes the Mono County Children's Trust Fund. The Fund shall consist of such funds and be administered for such purposes as are specified by Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund).

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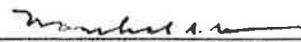
PASSED AND ADOPTED this 20th day of November , 2001 by the following vote:

AYES : Supervisors Cecil, Farnetti, Pipersky & Ronci
NOES : NONE
ABSTAIN : NONE
ABSENT : Supervisor Hunt

ATTEST: 
RENN NOLAN
Clerk of the Board


Tom Farnetti, Vice Chairman
Board of Supervisors

APPROVED AS TO FORM:


COUNTY COUNSEL

**AGREEMENT BETWEEN COUNTY OF MONO
AND MONO COUNTY OFFICE OF EDUCATION (MCOE)
FOR THE PROVISION OF CALIFORNIA ALTERNATIVE PAYMENT PROGRAM (CAPP) FOR
CHILD CARE SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of California Alternative Payment Program of MCOE (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from July 1, 2023, to June 30, 2026, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$248,710, not to exceed \$95,864 during the (2023-2024), \$78,008 (2024-2025), \$60,150 (2025-2026) in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

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

any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

9. STATUS OF CONTRACTOR

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

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

10. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other

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

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

11. RECORDS AND AUDIT

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

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

12. NONDISCRIMINATION

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

13. TERMINATION

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

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

14. ASSIGNMENT

This is an agreement for the personal services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign

or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT

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

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 22.

17. CONFIDENTIALITY

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

18. CONFLICTS

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

19. POST-AGREEMENT COVENANT

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

20. SEVERABILITY

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

21. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 22.

22. AMENDMENT

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

23. NOTICE

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

County of Mono:
MONO COUNTY HEALTH AND HUMAN SERVICES
ATTN: Kathryn Peterson, Director
PO BOX 130
MAMMOTH LAKES, CA 93546
kpeterson@mono.ca.gov

Contractor:
MONO COUNTY OFFICE OF EDUCATION
ATTN: Stacey Adler, County Superintendent of Schools
PO BOX 130
MAMMOTH LAKES, CA 93546
sadler@monocoe.org

24. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

25. ENTIRE AGREEMENT

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

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

COUNTY OF MONO:

CONTRACTOR:

By: _____

By: _____

Name: Rhonda Duggan

Name: Stacey Adler

Title: Chair, Board of Supervisors

Title: Superintendent

Date: _____

Date: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND MONO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF CALIFORNIA ALTERNATIVE PAYMENT PROGRAM (CAPP)
SERVICES**

TERM:

FROM: July 1, 2023 TO: June 30, 2026

SCOPE OF WORK:

The Mono County Office of Education will provide child care support to families in Mono County through its Community Connections for Children program (MCOE CCC). MCOE CCC will deliver this service to the following target populations:

- At-risk children, parents and families.
- Low income, working parents lacking financial resources for child care
- Parents with children under the age of 14
- Members of underserved or underrepresented groups including racial and ethnic minorities in Mono County.

The MCOE CCC will provide the following services:

- 1- Resource and referral to local, licensed child care providers
- 2- Subsidized child care through the California Alternative Payment Program (CAPP).

California Alternative Payment Program (CAPP) funds are allocated to Mono County, however, there are more families in need of subsidized childcare than there are available funds. This intervention specifically addresses the lack of funding for subsidized childcare in Mono County and seeks to reduce the number of families who are on a waitlist to receive CAPP funds. By improving access to safe child care, this program will decrease the risk of harm to children who may be otherwise left inadequately supervised.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND MONO COUNTY OFFICE OF EDUCATION FOR
THE PROVISION OF CALIFORNIA ALTERNATIVE PAYMENT PROGRAM (CAPP) SERVICES**

TERM:

FROM: July 1, 2023 TO: June 30, 2026

SCHEDULE OF FEES:

MCOE - CAPP Services Annual Budget - FY 2023 – 2024 – Year 1

Personnel- Coordinator	SALARY	% TIME	Approved Budget
Mono Salary (20% AP Coordinator, 20% AP Specialist)	\$	% FTE	\$
Mono Benefits	\$		\$
Total Personnel	\$		\$
Operating Expenses- Coordinator			Approved Budget
General Operating Expenses			\$ -
Office Supplies			\$ -
Travel: CAPP Coordinator Travel, all related expenses			\$ -
Media (CAPP Coordinator outreach media buys)			\$ -
Other Expenses and Services (Payment to AP Providers for Services)			\$ - 86,364
In-Direct <10%			\$ 9,500
Total Operating Expenses			\$ -
			TOTAL Budget
TOTAL CAPP COORDINATOR EXPENSES			\$ 95,864

CAPIT: \$60,150 + CBCAP (ARPA): \$35,714 = \$95,864

MCOE – CAPP Services Annual Budget - FY 2024 – 2025 - Year 2

Personnel- Coordinator	SALARY	% TIME	Approved Budget
Mono CAPP Coordinator Salary	\$	% FTE	\$
Mono CAPP Coordinator Benefits	\$		\$
Total Personnel	\$		\$
Operating Expenses- Coordinator			Approved Budget
General Operating Expenses			\$ -
Office Supplies			\$ -
Travel: CAPP Coordinator Travel, all related expenses			\$ -
Media (CAPP Coordinator outreach media buys)			\$ -
Other Expenses and Services (Payment to AP Providers for Services)			\$ -70,208
In-Direct <10%			\$ 7,800
Total Operating Expenses			\$ -
			TOTAL Budget
TOTAL CAPP COORDINATOR EXPENSES			\$78,008

CAPIT: \$60,150 + CBCAP (ARPA): \$17,858 = \$78,008

MCOE - CAPP Services Annual Budget - FY 2025 – 2026 – Year 3

Personnel- Coordinator	SALARY	% TIME	Approved Budget
Mono CAPP Coordinator Salary	\$	% FTE	\$
Mono CAPP Coordinator Benefits	\$		\$
Total Personnel	\$		\$
Operating Expenses- Coordinator			Approved Budget
General Operating Expenses			\$ -
Office Supplies			\$ -
Travel: CAPP Coordinator Travel, all related expenses			\$ -
Media (CAPP Coordinator outreach media buys)			\$ -
Other Expenses and Services (Payment to AP Providers for Services)			\$ - 60,150
In-Direct <10%			\$
Total Operating Expenses			\$ -
			TOTAL Budget
TOTAL CAPP COORDINATOR EXPENSES			\$ 60,150

CAPIT: \$60,150

**AGREEMENT BETWEEN COUNTY OF MONO
AND MONO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF CHILD ABUSE PREVENTION COUNCIL (CAPC) SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of CHILD ABUSE PREVENTION COUNCIL (CAPC) COORDINATION SERVICES of MONO COUNTY OFFICE OF EDUCATION (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from July 1, 2023, to June 30, 2026, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$99,000, not to exceed \$33,000 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit twice annually an itemized statement of all services and work described in Attachments A and B to this Agreement, which were done at County's request. All submitted statements in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

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

F. Federal and State Taxes.

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

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

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

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

8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

9. STATUS OF CONTRACTOR

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

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

10. DEFENSE AND INDEMNIFICATION

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

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

11. RECORDS AND AUDIT

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

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

12. NONDISCRIMINATION

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

13. TERMINATION

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

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

14. ASSIGNMENT

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

15. DEFAULT

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

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 22.

17. CONFIDENTIALITY

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

18. CONFLICTS

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

19. POST-AGREEMENT COVENANT

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

20. SEVERABILITY

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

21. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 22.

22. AMENDMENT

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

23. NOTICE

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

County of Mono:

MONO COUNTY HEALTH AND HUMAN SERVICES
ATTN: Kathryn Peterson, Director
PO BOX 2969
MAMMOTH LAKES, CA 93546
kpeterson@mono.ca.gov

Contractor:

MONO COUNTY OFFICE OF EDUCATION
ATTN: Stacey Adler, County Superintendent of Schools
PO BOX 130

24. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

25. ENTIRE AGREEMENT

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

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

COUNTY OF MONO:

CONTRACTOR:

By: _____
Name: Rhonda Duggan
Title: Chair, Board of Supervisors
Date: _____

By: _____
Name: Stacey Adler
Title: Superintendent
Date: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND MONO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF CHILD ABUSE PREVENTION COUNCIL (CAPC) SERVICES**

TERM:

FROM: July 1, 2023 TO: June 30, 2026

SCOPE OF WORK:

The Contractor shall perform and/or provide the following services and programs:

Coordination of the Child Abuse Prevention Council (CAPC):

Coordination and facilitation of the Mono County Child Abuse Prevention Council (“Council”) shall include, but is not limited to, the following:

1. **Coordination of Council Activities.** Facilitate CAPC meetings and business processes, in compliance with the Brown Act, including the following:
 - a. Organize and facilitate quarterly meetings of the Child Abuse Prevention Council, including agenda setting, meeting minutes, and follow-up on action items.
 - b. Provide administrative support to council members and subcommittees as needed.
 - c. Maintain CAPC membership and contact information, CAPC website, and other pertinent information;
 - d. As needed, recruit CAPC members and orient new members to CAPC goals and business processes;
 - e. Facilitate CAPC decision-making process regarding use of annual County Children’s Trust Fund (CCTF) monies for projects, services, and materials with the goal of child abuse prevention; and
 - f. Act as the point of contact for the Council and the public.

2. **Public Awareness and Education.** Promote child abuse prevention year-round through a variety of activities. Outreach efforts should be made accessible to families/community members in rural areas of the County and to Spanish-speaking members of the community wherever possible. Outreach and prevention activities may include, but are not limited to:
 - a. Print advertising, digital/social media, and radio;
 - b. Organization of annual community event(s) each April for Child Abuse Prevention (CAP) Month;
 - c. The "Mono County Community Resource Guide" will undergo annual updates and distribution to private and public social service agencies in Mono County;
 - d. A minimum of 25 community members will undergo training in one of the following subjects or related areas: Protective Factors/Strengthening Families, Parenting Education, Reporting Child Abuse, Trauma-informed Practices with Children, or Commercially Sexually Exploited Children. The coordination and scheduling of Mandated Reporter training sessions will be conducted in partnership with the Child Protective Services staff at the Mono County Department of Social Services; and

- e. Engage with diverse community members and cultural groups to ensure that child abuse prevention efforts are inclusive and culturally sensitive.

3. Data Collection and Analysis.

- a. Monitor and record the engagement levels and outreach achieved through media and outreach initiatives. For activities involving direct training of community members, capture participation metrics and assess outcomes utilizing a multi-question training feedback and evaluation form.

4. Evaluation and Reporting.

- a. Provide reports, twice annually (the first by January 15 of each year, the second by July 10 of each year), encompassing the following components:
 - i. Documenting council activities, which may encompass local meetings and regional meeting attendance as deemed suitable.
 - ii. Detailing the representation of agencies and individuals within the council.
 - iii. Presenting an overview of prevention activities, including a synopsis of data (i.e. number of individuals/families served and any known outcomes achieved) using a report template furnished by the County.
 - iv. Reporting on the allocation of the Children's Trust Fund Budget. This includes expenditures related to Child Abuse Prevention that have undergone formal approval by the Child Abuse Prevention Council (CAPC). Additionally, include descriptions of materials procured and the individuals served as part of these expenditures.
- b. Report to the Mono County Board of Supervisors each year with updates on council activities.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND MONO COUNTY OFFICE OF EDUCATION FOR
THE PROVISION OF CHILD ABUSE PREVENTION COUNCIL (CAPC) SERVICES**

TERM:

FROM: July 1, 2023 TO: June 30, 2026

SCHEDULE OF FEES:

CAPC Coordinator Annual Budget - FY 2023-24, FY 2024-25 and FY 2025-26

Personnel- Coordinator	SALARY	% TIME	Approved Budget
Mono CAPC Coordinator Salary	\$ 13,452	20% FTE	\$ 13,452
Mono CAPC Coordinator Benefits	\$ 6,548		\$ 6,548
Total Personnel	\$ 20,000		\$ 20,000
Operating Expenses- Coordinator			Approved Budget
General Operating Expenses			\$ - 1,500.00
Office Supplies			\$ - 2,000.00
Travel: CAPC Coordinator Travel, all related expenses			\$ - 1,500.00
Media (CAPC Coordinator outreach media buys)			\$ - 7,000.00
Grant Administration			\$ -
In-Direct <10%			\$ - 1,000.00
Total Operating Expenses			\$ -
			TOTAL Budget
TOTAL CAPC COORDINATOR EXPENSES			\$ 33,000

In accordance with paragraph 3.E., Contractor shall submit invoices for expenses and accompanying financial report along with a Bi-Annual Monitoring Report to the County on a twice-per-year basis. Contractor shall submit bi-annual financial reports detailing budget, expenditures, remaining balances and in-kind match, if any, using a template provided by County to Contractor for reporting purposes.

Line-Item changes: Contractor may change budgeted amounts between line items as warranted to accommodate needed program adjustments without first receiving County approval, however, if any such line item changes are made, Contractor shall notify County as soon as possible, and provide written justification for any line item change exceeding 30%.

Contractor shall submit a bi-annual (twice yearly) monitoring report (as set forth in Attachment A) along with an invoice for expenses and accompanying financial report to the County on a bi-annual basis. Bi-annual

invoices and associated required reporting shall be due from Contractor on or before January 15, 2024, 2025, and 2026; and July 10, 2024, 2025, and 2026.

Please note the earlier than usual due date for the month of July. The obligation to provide invoices and receipts shall survive the Agreement's expiration date.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 12, 2023

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 May of 2023, one seat on the Mammoth Lakes Mosquito Abatement District (MLMAD) Board was vacated. There were no applications initially submitted. In September of 2023, one application was submitted.

RECOMMENDED ACTION:

Appoint David Smith 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: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Application</p>
--

History

Time	Who	Approval
11/28/2023 1:18 PM	County Counsel	Yes
11/30/2023 11:02 AM	Finance	Yes
12/6/2023 10:55 AM	County Administrative Office	Yes

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

DATE 09/19/2023

NAME David Smith

POSITION APPLIED FOR:

Mammoth Mosquito Abatement District Commissioner

**RESIDENCE
ADDRESS**

[REDACTED]

[REDACTED] Mammoth Lakes, CA 93546

PHONE

[REDACTED]

**BUSINESS
ADDRESS**

PHONE

OCCUPATION

Retired

How did you learn of the opening? Commissioner told me.

Please state briefly any experience of which you feel will be helpful when you serve in this appointment: Served as a commissioner in the 80's

Other information may be submitted by resume if desired.

Summary of background and skills: Have 4+ decades of living in the mosquito abatement district and understand what it takes to help control this pest

Professional experience: _____

None

Education: High school, college, masters program

Professional and/or community organizations: Retired

Personal interests and hobbies: Where I live, anything having to do with the outdoors.

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

David Smith
Signature

09/19/2023
Date



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 12, 2023

TIME REQUIRED

SUBJECT G.C. Products Grant Support Letter

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter of support for the G. C. Forest Products Wood Pellet Mill application to the USDA Forest Service Wood Innovations Grant (WIG) Program.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Letter</p>

History

Time	Who	Approval
12/5/2023 10:29 AM	County Counsel	Yes
12/5/2023 12:16 PM	Finance	Yes
12/6/2023 10:56 AM	County Administrative Office	Yes



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

BOARD OF SUPERVISORS

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

COUNTY DEPARTMENTS

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

December 4, 2023

Helena Murray
Wood & Biomass Utilization Program Manager
US Forest Service
1323 Club Drive
Vallejo, CA 95492-1110

RE: Letter of Support – USDA Forest Service Wood Innovations Grant

Dear Ms. Murray,

I am pleased to provide this letter of support for the G. C. Forest Products Wood Pellet Mill application to the USDA Forest Service Wood Innovations Grant (WIG) Program. The Eastern Sierra Nevada forests within Mono County are subject to high wildfire risk and the ongoing effects of drought and bark beetle infestation which threatens forest health, local communities, and the region's recreation-based economy. The Inyo National Forest and other forested lands in the region are largely unburned and in urgent need of thinning and hazardous fuel reduction to restore forest conditions and lower the risk of stand-replacing fires. Implementation of ecosystem restoration projects, most notably the Eastern Sierra Climate & Communities Resilience Project located on National Forest System lands surrounding the Town of Mammoth Lakes, will help us to achieve this.

A barrier to ecosystem restoration projects includes our geographic isolation as well as the lack of access to a robust wood products market. It is crucially important to create local wood products manufacturing infrastructure so we can process products generated by restoration and hazardous fuel reduction projects. Our ability to improve forest health, reduce excess fuel loads, advance community wildfire protection, and promote a circular forest stewardship economy is severely limited without this type of project in our community. Therefore, we strongly support the development of G. C. Forest Products pellet mill as a wood residue outlet that can help to sustain the management of National Forest System and other forest lands.

I appreciate your time and consideration of the grant application. Should any questions arise on your end, please don't hesitate to contact me at (760) 932-5415 or via email smoberly@mono.ca.gov.

Sincerely,

Sandra Moberly

Sandra Moberly, MPA, AICP
Mono County Administrative Officer



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 12, 2023

Departments: Child Support Services

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Amy Weurdig, Eastern Sierra Child
Support Services Regional Director

SUBJECT Child Support Services Department
Presentation

AGENDA DESCRIPTION:

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

Presentation from the Eastern Sierra Department of Child Support Services.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Amy Weurdig

PHONE/EMAIL: 760-872-1153 / Weurdig.amy@inyo.cse.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Power Point Presentation

History

Time	Who	Approval
12/4/2023 3:50 PM	County Counsel	Yes
11/27/2023 2:52 PM	Finance	Yes
12/6/2023 10:56 AM	County Administrative Office	Yes



Eastern Sierra Child Support Services

1360 North Main Street

Suite 237

Bishop, CA 93514

Phone: 866-901-3212

Fax: 916-636-2615

To: Honorable Board of Supervisors

From: Amy Weurdig, Regional Director
Eastern Sierra Dept of Child Support Services, Inyo & Mono Counties

Date: December 12, 2023

Subject: Presentation on Child Support Services (10 -15 min)

Recommendation:

Receive a report of activities and services provided by Eastern Sierra DCSS and provide comments about services to families in Mono County.

Fiscal Impact:

None.

Discussion:

Our vision is to serve our participants, so that all can navigate child support from beginning to end.

Our mission is to serve each family with compassion and respect, and to empower every family to be economically self-sufficient, by building resilient families through a variety of services.

The Core Values of Eastern Sierra DCSS are Service, Compassion, Respect, and Empowerment. We believe that living by these Core Values we enable not only our participants but also ourselves to reach our highest potential as human beings.

Our agency provides a variety of child support services to help parents fulfill their responsibilities to their child(ren).

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



EASTERN SIERRA
CHILD SUPPORT SERVICES



Amy Weurdig
Regional Director
Inyo & Mono Counties



General Services

Locate Parents

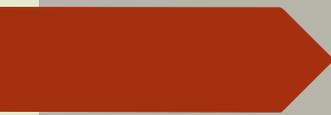
Establish Court Orders

- Paternity
- Child Support
- Health Insurance Support
- Child Care Costs

Enforce Court Orders

- Child Support Orders (may include childcare)
- Health Insurance Orders
- Spousal Support will only be enforced when there is an existing child support order

We will also modify existing courts order (except Spousal Support)



Services **NOT**
provide by
Child Support

- Custody and/or Visitation matters
- Divorces or Dissolutions
- Restraining orders
- Establishment of Spousal Support Only Orders
- Legal Representation and/or Advice

We refer individuals to the Family Law Facilitator

Inyo County

Sharon Remley
301 West Line St
Bishop, Ca
Ph 760-872-6240

Mono County

Jamie Stewart
100 Thompsons Way Rm 213
Mammoth Lakes, Ca
Ph 760-258-7372

Reasons to Use Child Support

Partner agency in a family support network

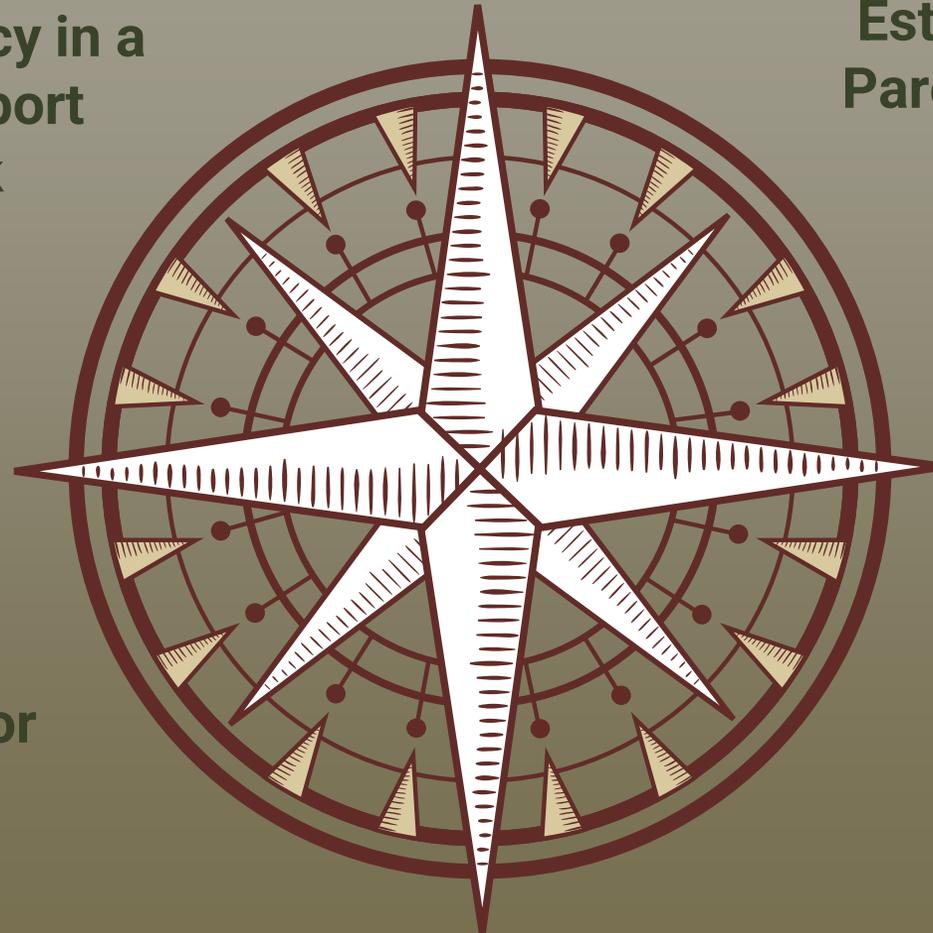
Establish Parentage

Provides a central point of fiscal communication between parents

Neutral party for the financial well being of children

Financial transparency for participants

Intergovernmental Child Support Establishment and Enforcement



- Our Mission is to serve each family with compassion and respect, and to empower every family to be economically self-sufficient, by building resilient families through a variety of services.
- *Our Vision is to serve our participants, so that all are able to navigate child support from beginning to end.*
 - To achieve our mission and vision we “work” with:
 - Parents Paying Support (PPS) and Parents Receiving Support (PRS)
 - Courts
 - Health and Human Services
 - Local Schools
 - Community Resources in Inyo & Mono Counties to support the well being of Children.

Statewide Challenges

- How our Federal Performance Measures define our program and measure “effectiveness”
- The Child Support Narrative
- Uncollectable Debt
- Legislation, policy and federal regulations
- Funding
- Modifications to court not timely
- COVID-19 impacts to local families





This photo by Unknown Author is licensed under [CC BY-SA-NC](#)

Public Perception

- ▶ What is the public perspective of our agency with this “work” with approach?
- ▶ Is what we do truly helping the child(ren) and the family?
- ▶ How and why, we would change our idea of Child Support Services.



DCSS Vision: ALL parents are engaged in supporting their children

- ▶ How will engage ALL parents?
 - ▶ Normalizing child support
 - ▶ Provide flexible case management options
 - ▶ Provide customers more control over their case
 - ▶ Adjust the way we communicate with customers
 - ▶ Expand partnerships
 - ▶ Simplified Application
 - ▶ <https://childsupport.ca.gov/strategic-plan-landing/>



**“To do right by the child,
sometimes you have to take care
of the parent.”**

Erin Frisch
Director
Michigan Office of Child
Support

Performance Management Plan

Increase current support collections

Right-sized orders
Parent engagement

Enhance program outreach

Educate community partners and parents

Provide individualized services to customers

Provide flexible enforcement options to support co-parenting

Increase new cases

Target newly separated or never married parents

New Ways of Measuring the Old Ideals



Parents

Partner with parents early

Connect them to resources

Keep them engaged

Ensure a clear understanding of the order and its effect



Children

Clearly define their needs

Encourage co-parenting

Engage Partner resources

18-year lifecycle



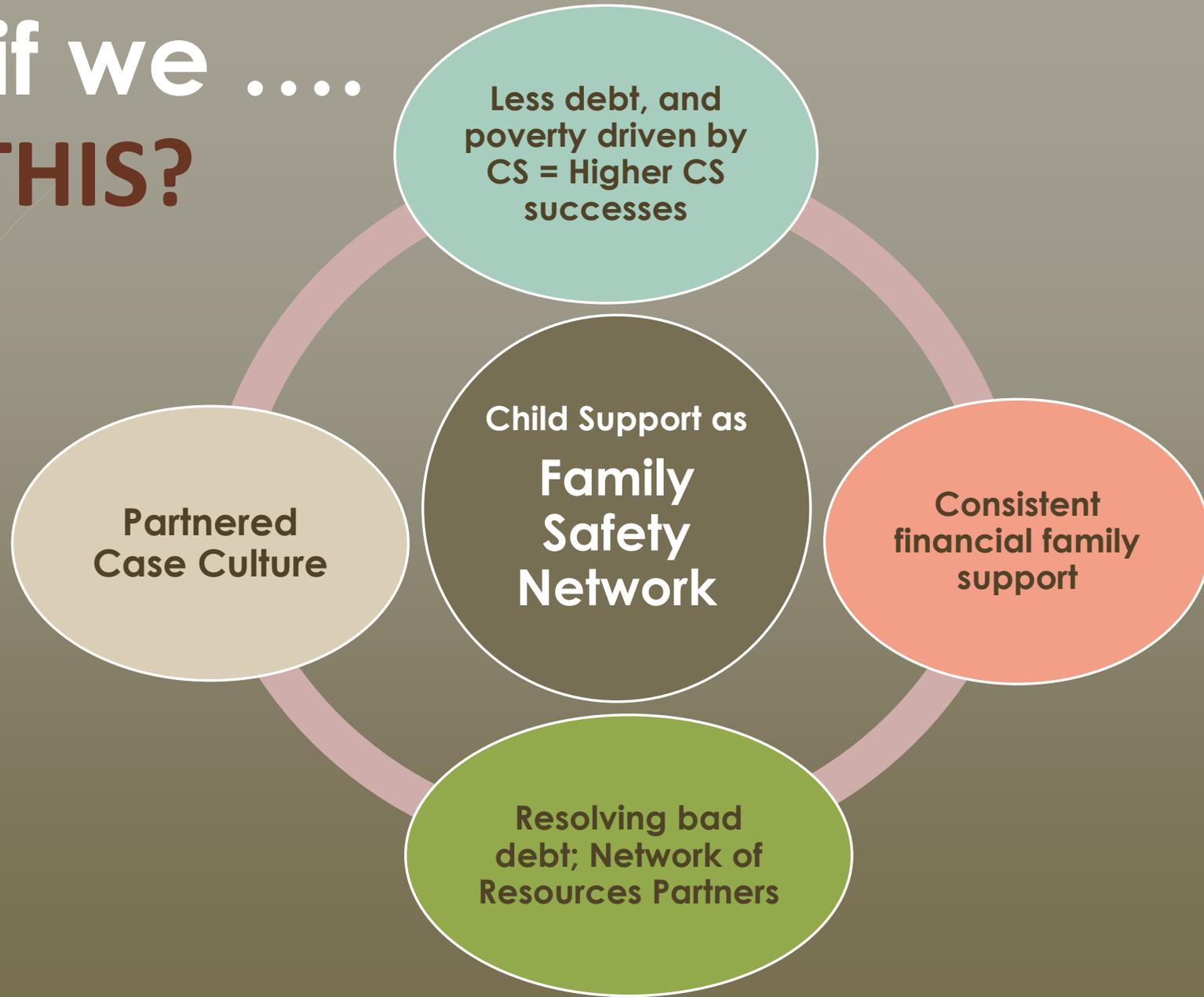
Community Partners

Identify services that will enhance the self-sufficiency of families

Engage Partner resources

Create referral and tracking system

What if we Were THIS?





Coming together is the beginning.

Keeping together is progress.

Working together is success.

Henry Ford



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 12, 2023

Departments: Board of Supervisors, Sponsored by Supervisor Gardner

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Janet Hatfield, Whitebark Forest
Resilience Program Manager

SUBJECT Whitebark Presentation on Regional
Wildfire Resiliency

AGENDA DESCRIPTION:

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

Presentation by Whitebark Institute on Regional Wildfire Resilience work beyond the Eastern Sierra Climate and Communities Resilience Project (ESCCRP).

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Presentation
Newsletter

History

Time	Who	Approval
12/7/2023 11:02 AM	County Counsel	Yes

12/7/2023 12:53 PM

Finance

Yes

12/7/2023 1:51 PM

County Administrative Office

Yes



December 4, 2023

To: Honorable Mono County Board of Supervisors

From: Laura Beardsley, Executive Director Whitebark Institute

Subject: Eastern Sierra Regional Wildfire Resiliency Update

Discussion: The State of California has significantly increased their investments in wildfire resiliency beginning in 2021 in response to devastating wildfires growing in size and severity across the Sierra Nevada. The Whitebark Institute has been the recipient of the State's Regional Fire and Forest Capacity Program funding, charged with building local capacity and developing new projects to increase pace, scale and number of wildfire resiliency projects in our region. Our presentation today will take a moment to reflect on the investment from the State of CA, and the progress we have made to date in eastern Sierra. The desired focus of the discussion is how do we collectively capitalize on this unprecedented funding opportunity, to be poised for sustained significant future State and Federal funding investments for wildfire resiliency work as a region.

Recommended Action: Receive report from Whitebark Institute and participate in active discussion around desired future needs in Mono County and how to secure stable funding streams to support this work at a regional scale and become positioned for large scale future investments for wildfire resiliency work.

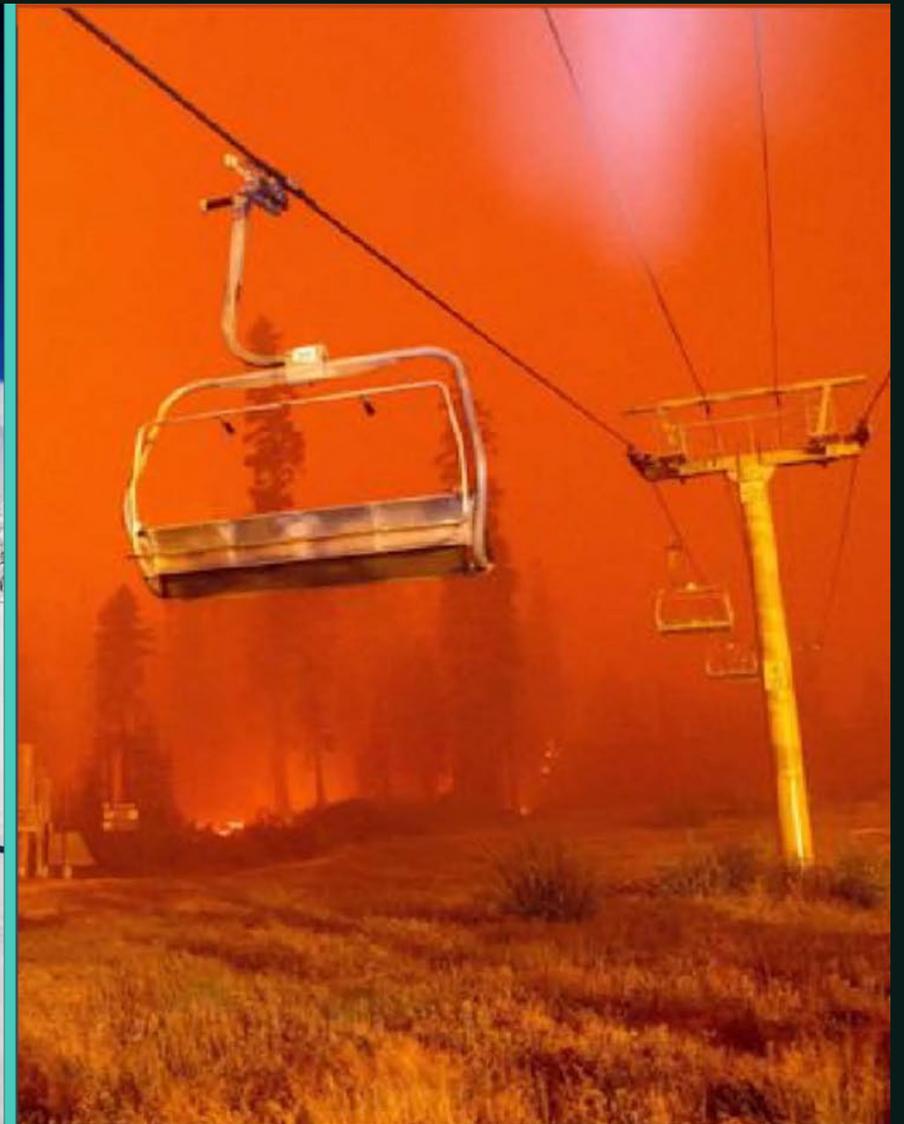
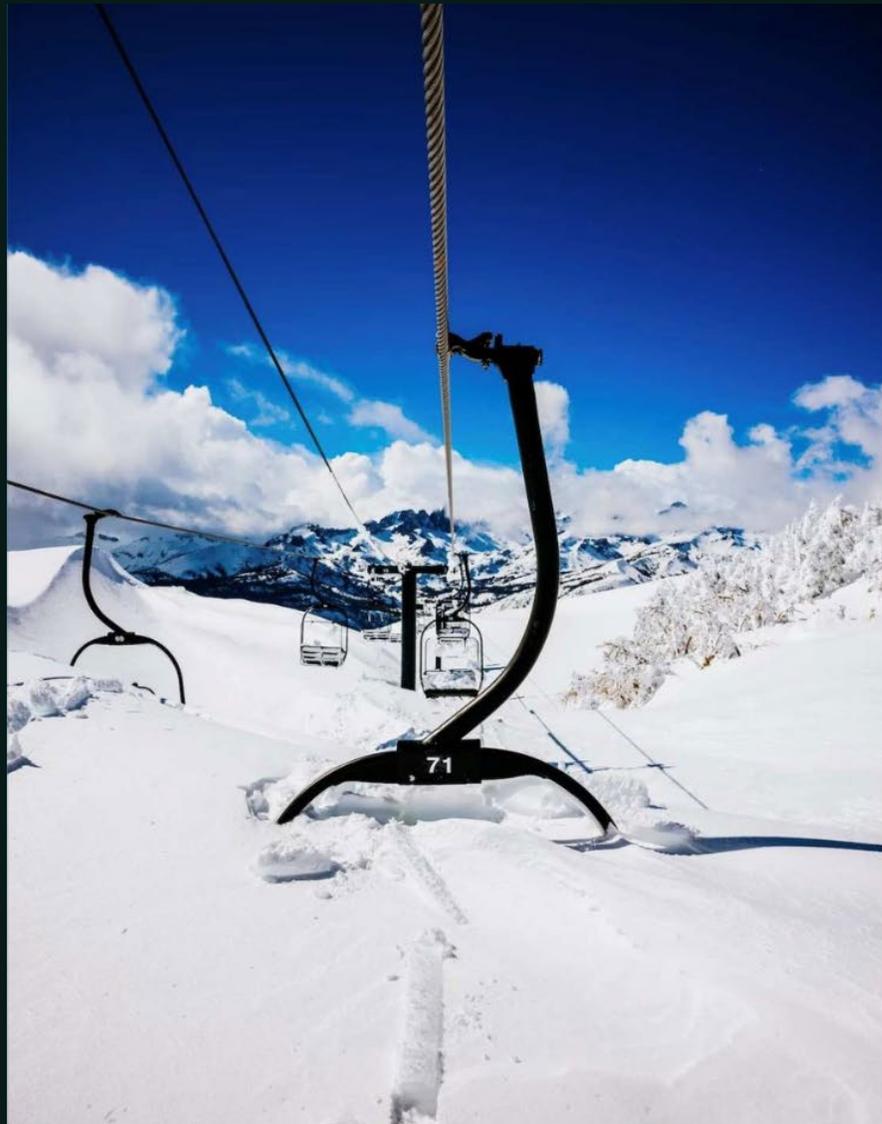
Fiscal Impact: None at this time.

Eastern Sierra Regional Wildfire Resilience Update



Dec 12, 2023

Mono County Board
of Supervisors





Thinning Only

Thinning + Prescribed Fire

No Treatment

Resilience defined

2021 Bootleg Fire- Oregon

Outline

1. What the future holds
2. What is the State of CA doing to help
3. What progress have we made in eastern Sierra
4. New tools and opportunities
5. 2024 Wildfire Resilience Program of Work
6. How do we get there



What the future holds

Sierra Business Council Vulnerability Assessment -2022

Climate Impacts on Tourism



MONO COUNTY RESULTS

Hazards	Modeled Historical (1961-1990)	Projected Range (2035-2064)	Average Percent Change from Historical
 DAYTIME HEAT	4 days	21-72 days	625%
 WARM NIGHTS	6 nights	16-49 nights	433%
 ACREAGE BURNED	7,008 acres	6,437-19,385 acres	77%
 APRIL 1ST SWE	6.7 inches	2.3-8.0 inches	-31%

Mountain View Fire

Mono County

- 20,879 acres
- Destroyed 90 structures
- 1 death
- **COST: ~\$39 million**



Dixie Fire

*Butte, Plumas, Lassen, Shasta,
Tehama Counties*

- 963,309 acres
- Destroyed 1,329 structures
- 1 death
- **COST : \$1.15 billion**



Camp Fire

Butte County

- 153,336 acres
- Destroyed 18,804 structures
- 85 deaths
- **COST : \$16.65 billion**



CAMP Fire Housing Impacts- 4+ years later

We lost 16,000 homes...
what's been rebuilt in 4+ years?

Residential Rebuilds (Certificates of Occupancy):

- 1,725 in the Town of Paradise
- 386 in Butte County Unincorporated:

Multi-Family Housing (State-Subsidized):

- \$177M CDBG-DR MHP allocated by the State to Butte County jurisdictions. Resulted in:
 - 18 multi-family housing projects approved.
 - 0 completed to date.

Single-Family Housing (State-Subsidized):

- ReCoverCA Owner-Occupied Reconstruction
 - 14 homes under construction.

What is the State of CA doing ?



CALIFORNIA
WILDFIRE & FOREST RESILIENCE
TASK FORCE

RESOURCES ▾ THE PLAN ▾

ABOUT ▾ UPDATES ▾



THE FRONT LINES OF LANDSCAPE HEALTH

In a response commensurate to the challenge, Governor Gavin Newsom created the California Wildfire & Forest Resilience Task Force, bringing together an unprecedented coalition of the best available resources for preventing catastrophic wildfires by creating healthier, more sustainable natural environments. The Governor's Task Force is a proactive effort that is already showing progress towards long term forest health and safe,

administered by the Department of Conservation and is part of [California Climate Investments](#), a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities.



Regional Forest & Fire Capacity Program

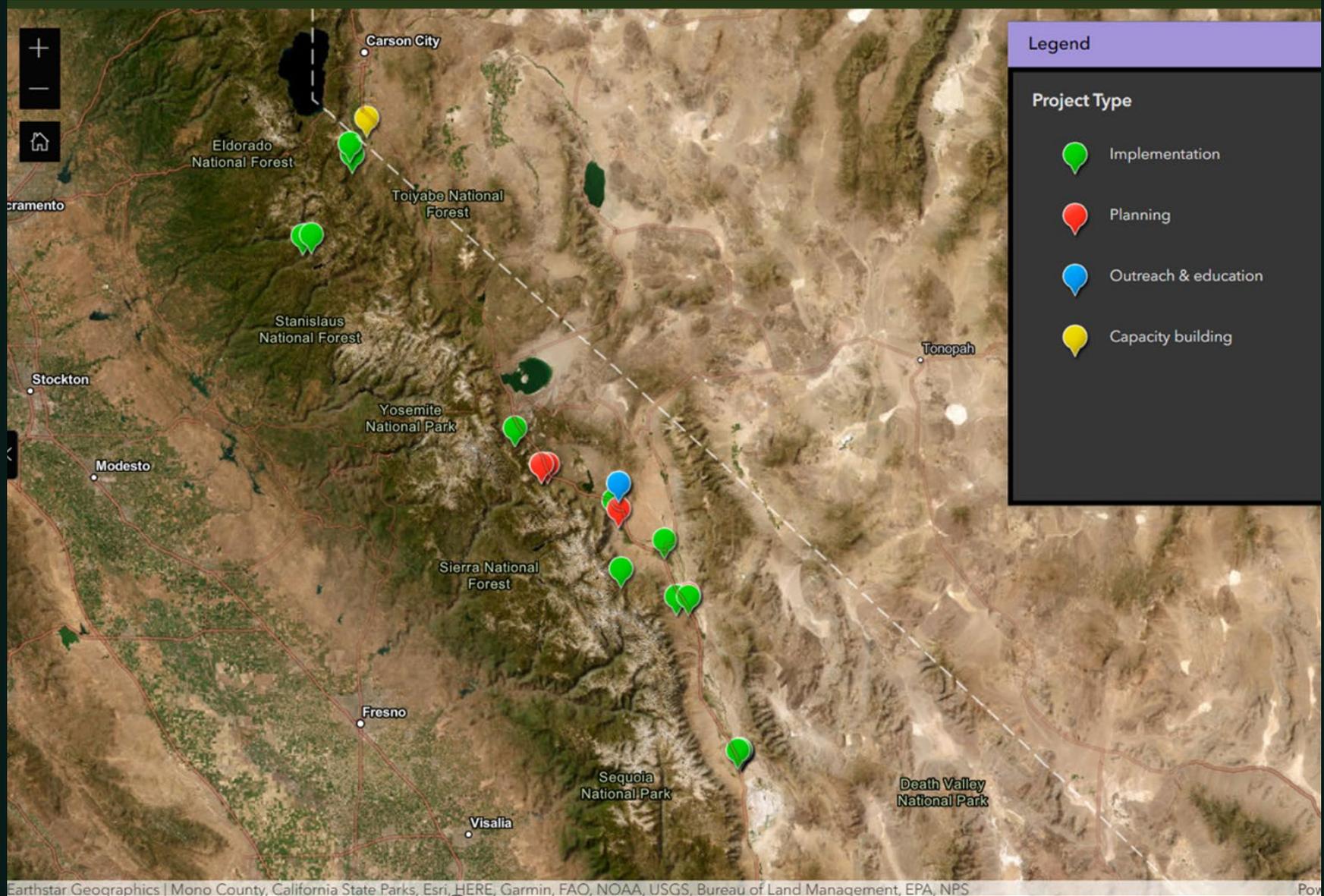
Capacity Building

Project Pipeline Development

Recent Progress Eastern Sierra



REGIONAL
PORTFOLIO OF
WORK



Community Resilience Progress 2023

TRIBAL

- Bishop Paiute Tribe- Environmental analyses completed
- Tribal elder firewood program donations

PLANNING

- Bishop resiliency project development
- Independence & 40 Acres CWPP
- Swall Meadow egress route development
- Inyo County CWPP local support

CAPACITY BUILDING

- Mono County Biomass planning grant
- Mammoth Lakes FD- Community Wildfire Defense Fund grant
- CAL VTP- training/ research
- I-M RCD launch support



2023 Progress- ESCCRP

DRAFT EA - PUBLIC
COMMENT PERIOD
NOV 15 - DEC 18



10,000 ACRES OF
SURVEY ON
PRIORITY ACRES



Eastern Sierra Climate & Communities Resilience Project (ESCCRP)

Introduction

Overview of Projects

Interactive Map

Implementation



Mammoth Creek Parcel CEQA Project



Bell Shaped Parcel CEQA Project



Reds Meadow NEPA project INF



Camp High Sierra CEQA Project



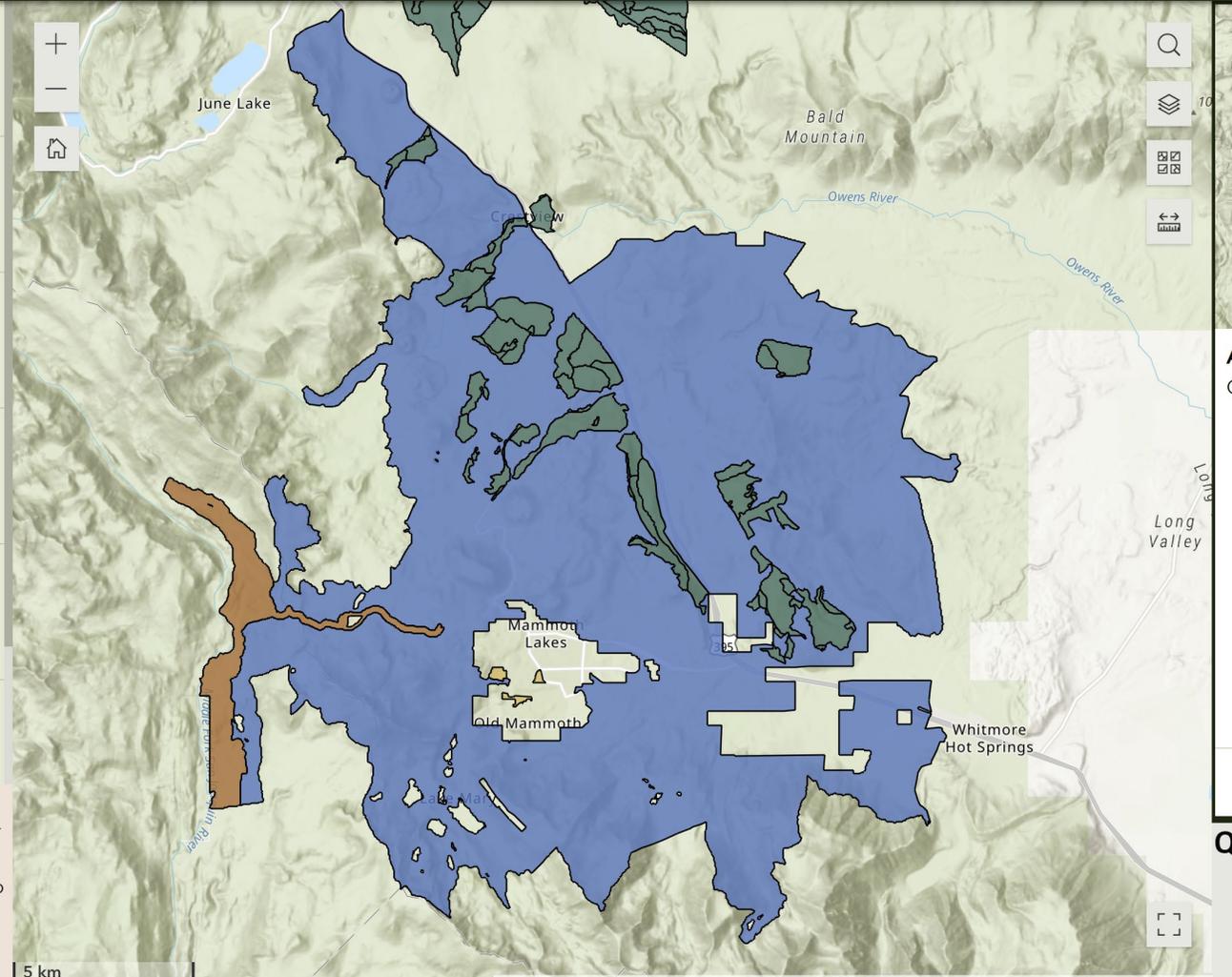
ESCCRP NEPA boundary (future work)



Three Creeks NEPA Project



How to explore our map:
Use the zoom buttons in the upper left corner to zoom to areas on the map.
Click or unclick the tick boxes in the legend to turn layer's view on and off.



New Tools & Opportunities

CAL VTP- Potential Applications in Mono County

BRIDGEPORT



COLEVILLE

WALKER



LEE VINING

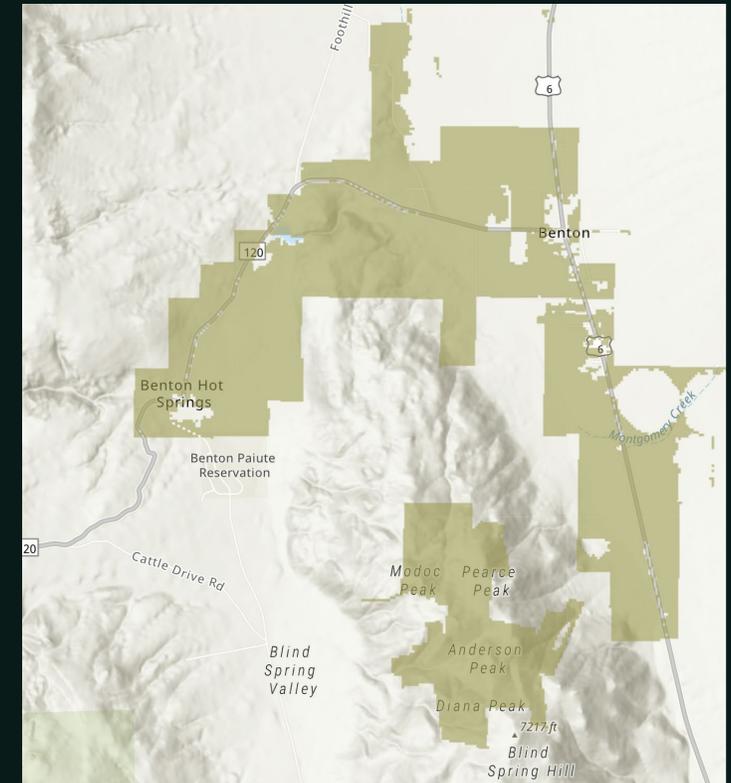


CAL VTP- Potential Applications in Mono County

LONG VALLEY

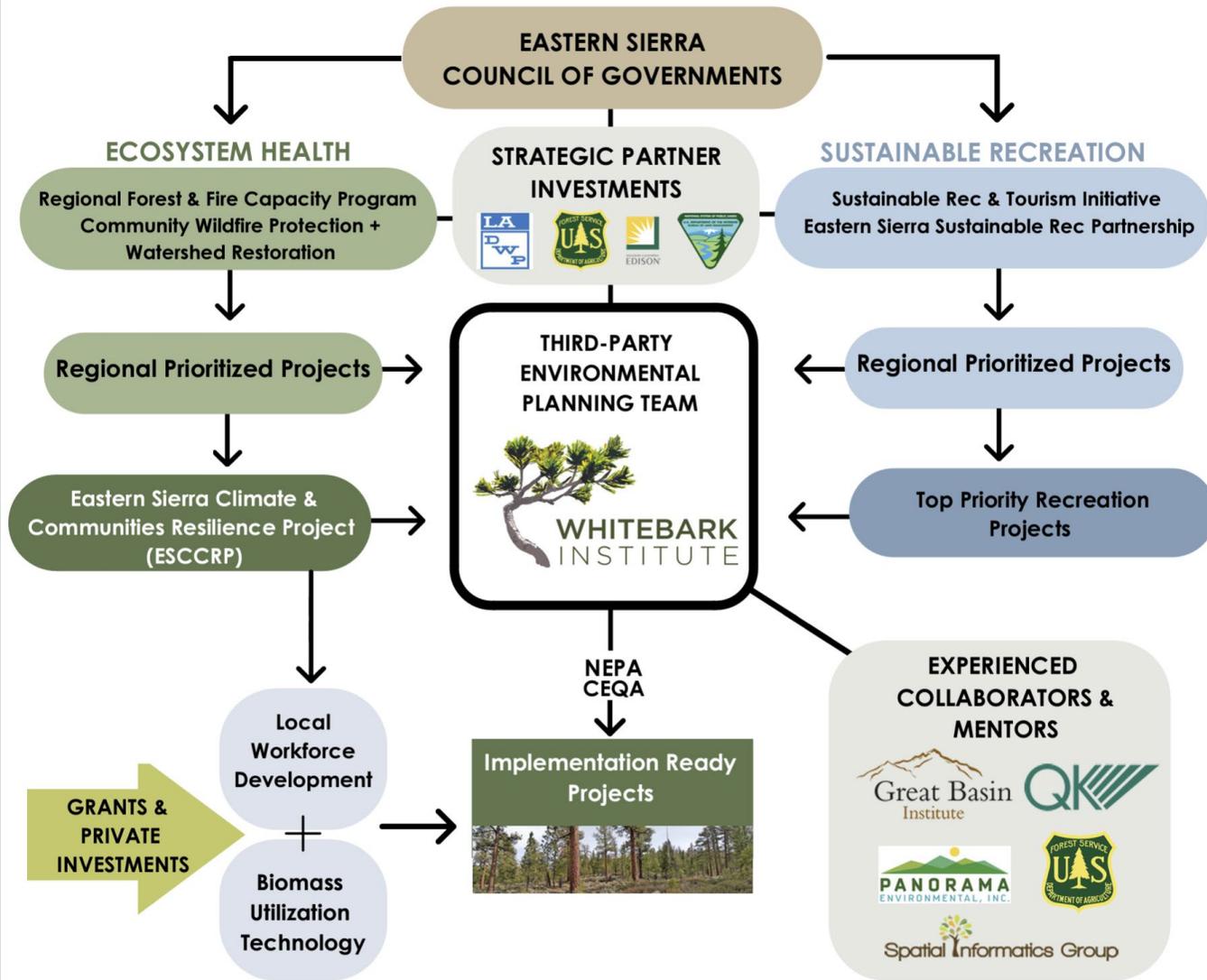


BENTON



Eastern Sierra Pace and Scale Accelerator

FUNDED BY



County Wildfire Coordinators- contribute to pipeline of projects using CWPP as a guide



Potential to help plan recreation projects generated by ESSRP



2024- Whitebark
Institute
Wildfire
Resilience
Portfolio



GOAL - SUBJECT TO
FUNDING AWARDED



Project Development

- 1 INF existing NEPA Assessment Bishop/Pine Creek
- 2 Lone Pine Paiute Shoshone Reservation Environmental Planning Support
- 3 Bishop Resiliency Project- Accelerator Proof of Concept
- 4 Resilient Mono Basin Project - w/ Tribal Involvement
- 5 Seven Pines/Greys Meadow - INF
- 6 Big Pine Fuel Break- School Street/Expansion?

2024- Whitebark
Institute
Wildfire
Resilience
Portfolio



GOAL - SUBJECT TO
FUNDING AWARDED



Capacity Building

- 1 Support Development/Growth of Inyo-Mono RCD
- 2 Convene Partners in Mono Basin Proposal
- 3 Improve staff skills by pursuing professional development
- 4 Financial Advisory Team - Sustainable Funding Strategy ESCCRP
- 5 Improve Understanding of shrub response to fuels treatments
- 6 Tribal workforce development investment w/ ISWI

2024- Whitebark
Institute
Wildfire
Resilience
Portfolio



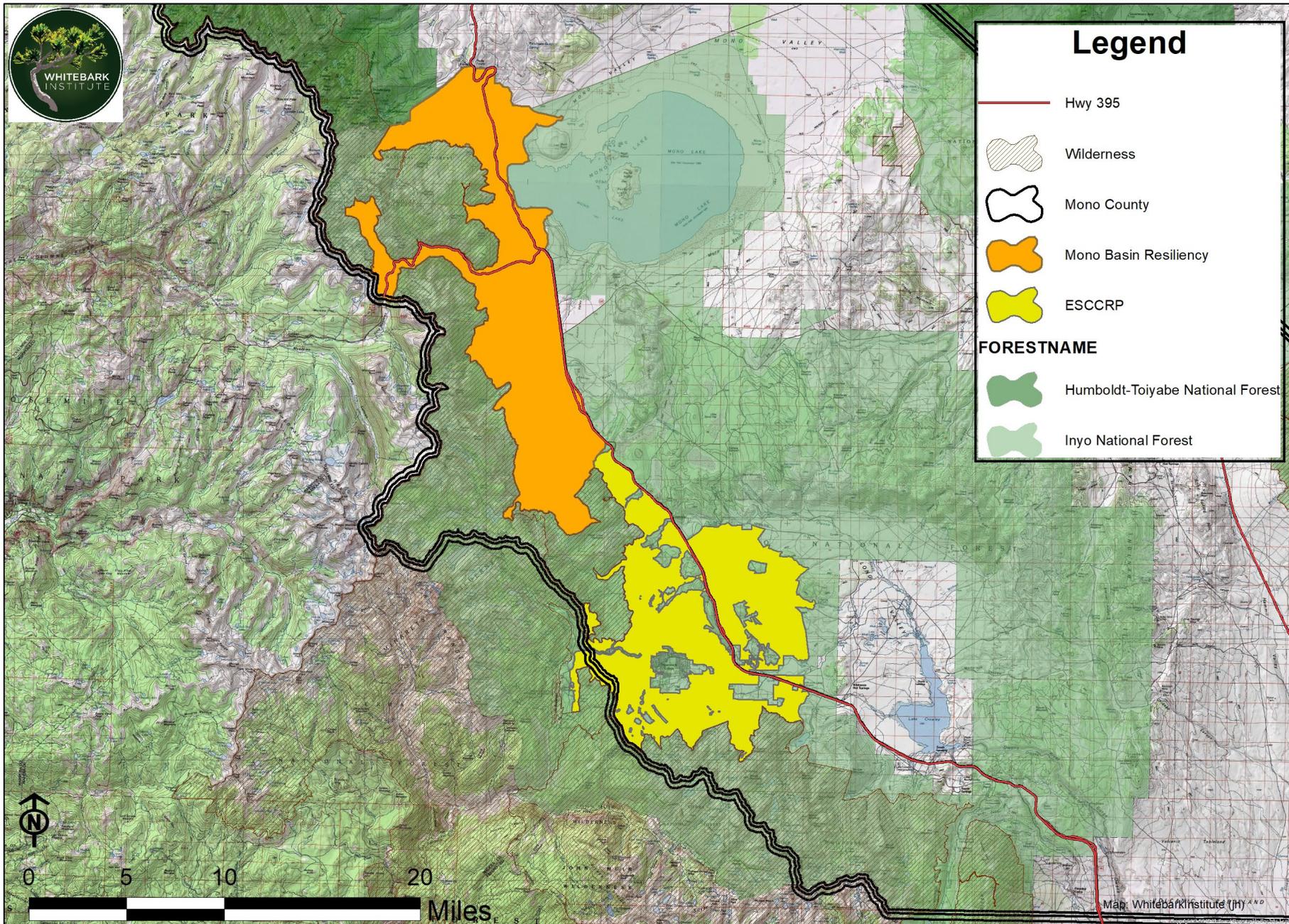
GOAL - SUBJECT TO
FUNDING AWARDED

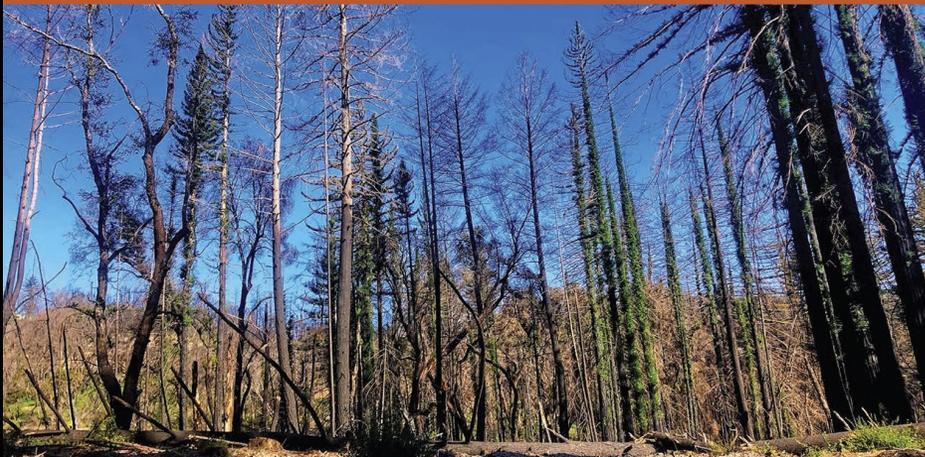


Planning Projects

- 1 NEPA ESCCRP Response to comments
- 2 ESCCRP Objection Period to ROD (1)
- 3 Draft Template for Supplemental Information Report for INF for use in future ROD
- 4 Bishop Resiliency (Cal VTP Pilot)
- 5 Inyo County CWPP completion
- 6 Swall Meadows Egress- Egress template development
- 7 Policy work for Permitting for Fuels Treatments in Riparian Areas
- 8 Big Pine Fuelbreak(s)
- 9 Wilkerson Fuel Breaks

ESCCRP- Proposed Expansion to Mono Basin Wildfire Resiliency Projects





The Economic, Fiscal, and Environmental Costs of Wildfires in California

James Paci, Matthew Newman, and Tim Gage

JUNE 27, 2023

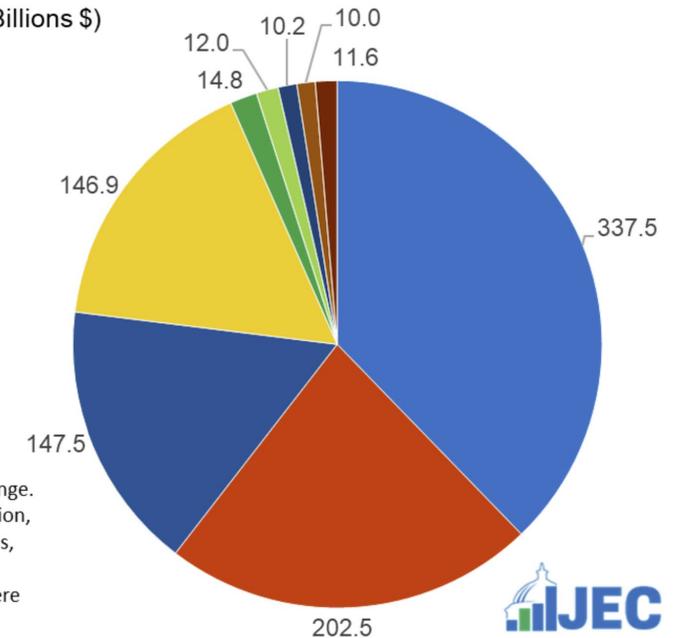
GORDON AND BETTY
MOORE
FOUNDATION

How do we get there?

Climate-Exacerbated Wildfires Cost As Much as \$893 Billion Per Year

Top-end Annual Total Costs and Losses (Billions \$)

- Diminished Real Estate Value
- Exposure to Wildfire Smoke
- Income Loss From Wildfires
- Watershed Costs
- Insurance Payouts
- Timber Loss
- Property Damage
- Electricity Costs
- Other Costs



Note: Chart shows the higher end of the estimated range. Other Costs include evacuation costs, wildfire suppression, direct death and injuries, insurance premium increases, learning loss, tourism loss, and psychological costs. Source: Analysis by JEC Democratic Staff, all values were adjusted for inflation into 2022 dollars.



BENEFITS OF HEALTHY FORESTS

Ecosystem services offered by healthy forests provide immense economic, social and ecosystem value



WATER QUALITY & SUPPLY



FISH & WILDLIFE HABITAT



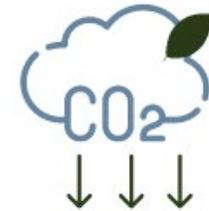
REDUCED WILDFIRE RISK



MORE RESILIENT TO STRESSORS



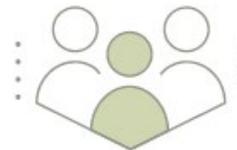
AIR QUALITY



CARBON SEQUESTRATION



RECREATION VALUE



STRONG COMMUNITIES



SPIRITUAL VALUE

Benefits beyond community and forest resilience

40%

Basal Area removed of 24,000-acre treatable area



6-7%

INCREASE

Water supply reliability

Co-benefits-

Eastern Sierra to LA

Biomass



Planning Grants (awarded)

Sierra Fuels Reduction
Impact- NFWF \$205K to
Cal trout

The Missing Link:
Solving Biomass
Utilization Needs in
Eastern Sierra- USDA
\$300K to Mono County

\$300 K match ESCOG

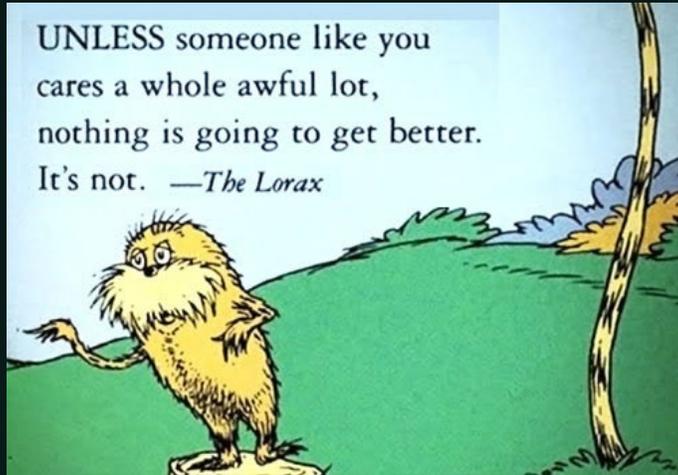
Implementation Grants

*Awarded- USDA - \$884k-
GC Forest Products*

Pending
DOE- \$10M- West Biofuels
ICARP- \$3M- TOML
**CAL FIRE- \$2M- TOML +
\$1.5 M match (CAL FIRE)**



Thank you !



laura@whitebarkinstitute.org
janet@whitebarkinstitute.org
www.whitebarkinstitute.org





Fall 2023 Newsletter

Our Mission: to take action, cultivate partnerships, and empower communities to create and sustain resilient landscapes for future generations.

A Look Ahead:

Hello Partners,

After a frenetic summer packing all our work into a very narrow window, we are ready for a much slower pace. With fall in the air, I'm filled with gratitude for our team here at Whitebark, whose members have poured their hearts into their work this year. And I'm humbled by the support that residents of the Eastern Sierra have given to our little organization.

Despite the intense season, we didn't miss a beat, helped mercifully by a reprieve of drought conditions. We accomplished everything we had planned, and launched some new programs that we are excited to share. It wasn't easy, but because our partners rallied around us, and our team has real *grit*, it was possible.

Among the accomplishments in our **Forest Resiliency Program** this year:

Please see AHEAD, page 4



IN THIS ISSUE:

- *Implementation and ESCCRP Planning updates*
- *Biomass utilization progress*
- *Firewise neighborhoods*
- *New leadership and more*

Janet Hatfield
Forest Health Program Manager
(and Interim Executive Director)
Whitebark Institute

Implementation Updates



BEFORE
Aug 30

AFTER
Sep 28

Summer 2023 Fuels Reduction:

Non-Federal Units

- Four community meetings were held July 24 – 31, one virtual and one at each parcel
- Mammoth Creek Parcel (18.5 acres)
Bell-Shaped Parcel (7 acres) and Camp High Sierra (35 acres)

Federal Units

- New Shady Rest Campground (80 acres)
- Lakes Basin (63 acres)
- Partner led units (250 acres)
- Inyo National Forest Prescribed burning (2100 acres)

Treatment Goals in 2024: Reds Meadow
739 acres



Environmental Planning

Whitebark is finalizing the Environmental Assessment of the NEPA (National Environmental Policy Act) process with the goal of publishing a draft in November 2023. Meanwhile, our team completed all of the hydrology and botany surveys in the priority acres over the summer. And we've continued development of prescriptions in the priority acres.



*Our team has continued to work with **local tribes** and the **Inyo National Forest** to work through the development of the **Heritage Implementation Plan (HIP)** which has included multiple field trips with local tribes and presentations to local tribal councils.*



The HIP outlines the process the Inyo National Forest will follow to meet National Historic Preservation Act responsibilities for the duration of the ESCCRP, including identification and evaluation of historic properties, assessment of effect, and resolution of adverse effects.

Need Assessment Progress

Biomass Utilization:

*Our partners have secured **\$1.3M** and have **\$16.5M** in pending grants applications*

to fund a bioenergy facility to handle the enormous biomass coming out of these fuels reduction projects and a small wood pellet mill to better utilize forest “waste”

Workforce:

Beginning talks to develop local tribal fuels crew

Sustainable Funding:

Momentum to identify long-term funding for ESCCRP

from AHEAD, page 1

- We completed the CEQA on non-federal units;
- We completed fuels reduction on all non-federal and three federal units for a total of 204 acres of treatment.

In our **Community Resilience Program**, we completed two Community Wildfire Protection Plans with SWCA consultants, began assisting with another plan for all of Inyo County, completed environmental analysis for the Bishop Paiute Tribe’s fuel reduction project, assisted the new Wildfire Mitigation coordinators for Inyo and Mono counties, and prepared several proposals and project plans.

Working at a small nonprofit isn’t for the faint of heart.

As a new organization with little infrastructure in place when we began last year, many on our staff have held multiple jobs, often for extended periods. Their sacrifice is about to yield to big things: We are ecstatic to announce the hiring of our **new Executive Director, Laura Beardsley** (see page 7), who will be coming on in early November to help put Whitebark on more solid ground.

We are looking forward to seeing how Laura’s leadership will guide this talented team and have big plans going into 2024.

These pages hopefully show the progress we’ve made this summer despite the odds, and my hope is that our message instills a bit of hope in all of you, as we band together in pursuit of a better future.



Outreach & Education

In addition to traditional presentations, workshops and tabling at events, this summer we experimented with ways to engage new demographics. In order to begin a culture shift, we reached out to younger generations. We want to empower communities throughout the Eastern Sierra to amplify this message:

PROTECT ecological forest health, **PREVENT** accidental ignitions via responsible recreation, and **PREPARE** by creating resilience on our own properties.



VALENTINE RESERVE FOREST HEALTH WALKS

While allowing people to deepen their connection with nature, we discussed the role of regenerative fire, fuels management, and landscape stewardship.



MISSOULA FIREWORKS PROGRAM

The first generation of educators from Mammoth School District and the Valentine Reserve were exposed to curriculum that will help them teach applicable real-world science of fire ecology to students.



WILDFIRE SCIENCE ON-TAP TRIVIA NIGHTS

Hosted at breweries in Mammoth, June and Bishop, this engaging format provided a new fun way to discuss wildfire safety topics.



Becoming Firewise



A Fire-Adapted Community consists of informed and prepared citizens collaboratively planning and taking action to safely coexist with wildland fire.



It is our responsibility as individuals to do our part on our own properties to help prevent the spread of wildfire.

In partnership with **Mammoth Fire Protection District**, we will begin the formation of **Firewise neighborhoods** to create defensible space and harden our homes, allowing us to take ownership of the safety of ourselves and the community.



WILDFIRE RESILIENCE WEEK

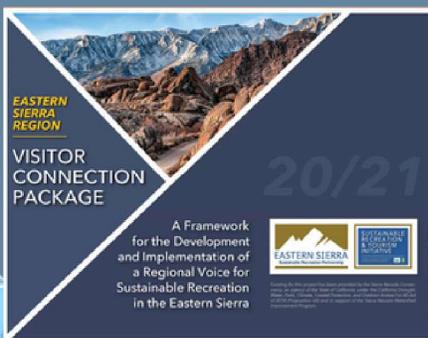
This was a collaboration with the Wildfire Preparedness Coordinators from both Mono and Inyo Counties to bring distinguished speaker, forester and scientist, Yana Valachovic, to present on fire behavior and the importance of fire-adapted communities.

We tailored a series of different events to speak directly to diverse groups including: residents, contractors, realtors, tribal leaders, the Board of Supervisors, and future homeowners from Bridgeport to Lone Pine.

Expanding our Reach

Whitebark is growing!

Whitebark welcomes new Executive Director **Laura Beardsley** (below, left), beginning in November. Laura comes to us from Disabled Sports Eastern Sierra, where she served as ED since 2020. Also new to our staff is **Elizabeth Glazner** as Communications Manager, and **Rachel Drattler** as Project Manager. Our Board of Directors welcomes new members **Amanda Serenyi** and **Jerry Keir**.



VISITOR CONNECTION PACKAGE

To increase the availability of information to the visiting public, we are partnering with Sustainable Recreation & Tourism Initiative in launching the **Visitor Connection Package (VCP)**. The underlying strategy of the VCP is to create a platform for sustainable and cohesive regional messaging surrounding important issues across the eastern Sierra. This platform will help Whitebark extend our reach and amplify our wildfire resiliency messaging at an elevated scale across Inyo, Mono & Alpine counties, furthering our commitment to regional resilience across the Eastern Sierra.

These organizations
generously support our
work:





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 12, 2023

Departments: County Administrative Office

TIME REQUIRED 45 minutes

SUBJECT Eastern Sierra Green Business
Program Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Pam Close Bold, High Sierra Energy
Execute Director and Jess Blackwell,
High Sierra Energy

AGENDA DESCRIPTION:

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

The High Sierra Energy Foundation implements the Eastern Sierra Green Business Program, a comprehensive environmentally-focused business certification program. Initially, we ran the program only in Mammoth Lakes for the first two years and later expanded to the entire region. Even with limited funding, the Covid pandemic, impacts from wildfires and last year's historic winter, nearly 100 businesses in the region have become certified or are somewhere in-between in their certification process. The Eastern Sierra program is one of only a few programs within California Green Business Network that is not funded by its municipalities, historically relying instead on funding from the CalEPA -- however due to state budget deficit, this funding is no longer available. We are seeking funding to ensure the program can thrive and continue to serve our communities across Mono and Inyo counties. Investing in a green business program is not just an environmental responsibility but a strategic move for the economic, social, and environmental well-being of Mono County, fostering a thriving and sustainable community.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Presentation](#)

History

Time	Who	Approval
12/6/2023 7:52 PM	County Counsel	Yes
12/6/2023 11:51 AM	Finance	Yes
12/7/2023 8:44 AM	County Administrative Office	Yes



*Pam Close Bold
High Sierra Energy Foundation
Eastern Sierra Green Business Program
Executive Director
bold@highsierraenergy.org*

*Jess Blackwell
High Sierra Energy Foundation
Eastern Sierra Green Business Program
Program Coordinator
blackwell@highsierraenergy.org*

Date: December 12, 2023

To: Honorable Board of Supervisors

From: Pam Close Bold, Executive Director of the High Sierra Energy Foundation

Subject: Eastern Sierra Green Business Program Presentation

Recommendation: Consider providing annual program funding to support the Eastern Sierra Green Business Program's success in unincorporated Mono County

Discussion:

The High Sierra Energy Foundation (HSEF) implements the Eastern Sierra Green Business Program (ESGBP), a comprehensive environmentally-focused business certification program. Initially, HSEF ran the program only in Mammoth Lakes for the first two years and later expanded to the entire region. Even with limited funding, the Covid pandemic, impacts from wildfires and last year's historic winter, nearly 100 businesses in the region have become certified or are somewhere in-between in their certification process. The ESGBP is one of only a few programs within California Green Business Network that is not funded by its municipalities, historically relying instead on funding from the CalEPA—however due to state budget deficit, this funding is no longer available.

We are seeking funding to ensure the program can thrive and continue to serve our communities across Mono and Inyo counties. In advance of bringing a formal funding request to the Board, the HSEF will present program information to the Board on how the ESGBP is being implemented in unincorporated Mono County.

*High Sierra Energy Foundation is a non-profit dedicated to supporting
energy efficiency and sustainability in the Eastern Sierra*

Investing in a green business program is not just an environmental responsibility but a strategic move for the economic, social, and environmental well-being of Mono County, fostering a thriving and sustainable community. Green business programs in rural regions such as the Eastern Sierra can bring about several economic benefits:

Cost Savings: Adopting green practices can help businesses in rural regions save on operational costs in the long run. Energy-efficient technologies and sustainable practices can lead to lower utility bills, reduced waste disposal costs, and overall resource optimization.

Tourism and Recreation Opportunities: Green initiatives can enhance the natural beauty and environmental quality of rural areas, making them attractive destinations for ecotourism and outdoor recreation. This, in turn, can stimulate local economies by bringing in visitors, supporting local businesses, and creating additional job opportunities in the tourism sector.

Enhanced Community Well-being: Green business programs contribute to the overall well-being of rural communities by improving air and water quality, reducing pollution, and promoting healthier lifestyles. A healthier community is likely to have a more productive workforce and reduced healthcare costs.

Long-term Sustainability: Green business practices are often aligned with sustainable development goals. By embracing sustainability, rural regions can ensure the long-term viability of their economies, preserving natural resources for future generations and fostering a more stable and resilient economic foundation.

In summary, green business programs in rural regions support economic development, while also contributing to environmental sustainability and community well-being. Investing in the Eastern Sierra Green Business Program will send a powerful message that our local leaders are dedicated to creating a sustainable and prosperous future, ensuring that our community remains resilient in the face of global challenges.

*High Sierra Energy Foundation is a non-profit dedicated to supporting
energy efficiency and sustainability in the Eastern Sierra*

P.O. Box 3511 Mammoth Lakes, CA. 93546

760-934-4650

info@highsierraenergy.org



GREEN

**CALIFORNIA
GREEN BUSINESS
NETWORK
EASTERN SIERRA**

Eastern Sierra Green Business Program

December 12th, 2023

Background and Overview



Who Are We?

- Eastern Sierra Green Business Program (ESBGP)
- High Sierra Energy Foundation

Accomplishments to Date

- Total of 30 certified businesses in the Eastern Sierra
- Current certified businesses in Mono County:
 - Mono County Public Works - Solid Waste
 - High Sierra June Lake
 - Mono Lake Committee
- Eight Mono County businesses registered as “in process”

Program Goals

- Obtain sustained funding to allow program to thrive and better support sustainability efforts across the Eastern Sierra
- Support Mono County compliance with local and state mandates

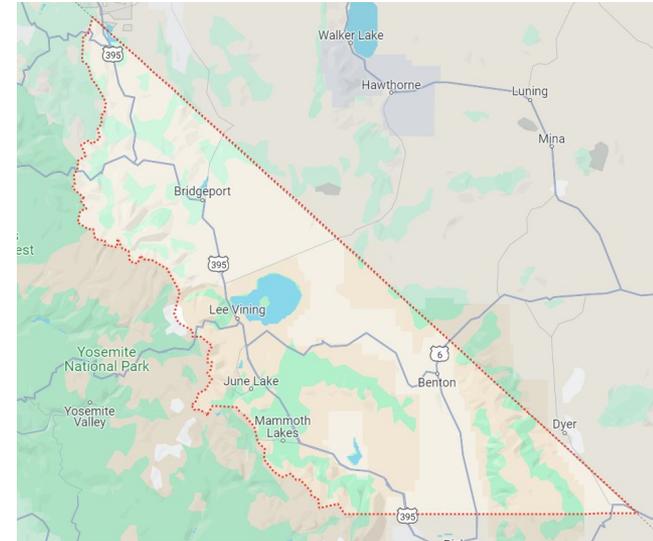
Focusing on Unincorporated Mono County

Implementation of the Eastern Sierra Green Business Program to date has been limited in unincorporated Mono County due to funding constraints

With sustained funding from Mono County, our Program Coordinator can support certification for businesses in Topaz, Coleville, Walker, Bridgeport, Mono City, Lee Vining, June Lake, Crowley, Benton, Hammil and Chalfant.

Funding will support strategic communications to business owners including direct mail, phone-based outreach and in-person visits to drive both enrollment and certification.

Note: Mono County can support program's success by providing a list of all business licenses in unincorporated Mono County.



Benefits of a Green Business Program

Mono County

Program demonstrates Mono County's clear commitment to sustainability to tourists and community members

Widespread adoption of sustainability measures conserves precious resources

Program coordinators can support compliance with local/state sustainability goals

Leveraging existing program and network-benefits enables efficient recruitment and certification

Business Owners

Certification demonstrates clear commitment to sustainability to tourists and community members

Program provides no-cost technical assistance to time-strapped business owners

Access to incentives and rebates

Sustainability measures can help:

- Reduce utility expenses
- Improve working conditions
- Prevent pollution and unnecessary waste

Community and Tourists

Consumers want to patronize environmentally and socially responsible businesses

Customers are often willing to pay more for products and services, if sustainably sourced and disposed of responsibly

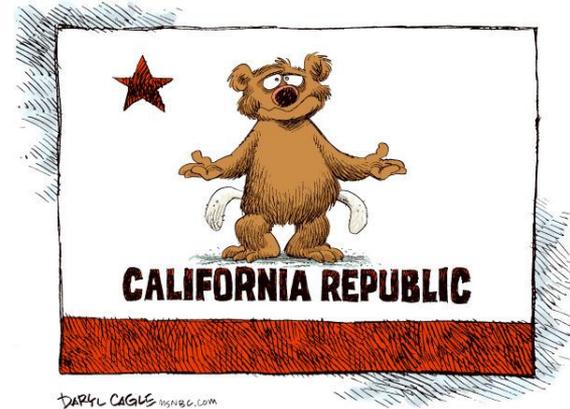
Tourists expect world class destinations like Mono County to be sustainability-minded

A commitment from Mono County underscores the expectations of protecting our environment

Support for State Mandates

Green Business Program can help Mono County meet unfunded state mandates

- Recent unfunded mandates: SB 1383 and AB 1276
- Waste diversion goal of 75%
- Carbon Neutrality by 2035
- 100% renewable energy by 2030
- Water Budgets for water districts: Limit customers' indoor water use to an average of 55 gallons per person each day. The goal is reduced to 52.5 gallons by 2025 and 50 gallons by 2030.
- Hazardous waste and universal waste minimization



What Makes a Green Business?



Reduced Water Use
Low flow toilets and
auto-off faucets



Conserve Energy
Upgrade lighting and
equipment to save
energy



Commute Sustainably
Promote and incentivize
alternative
transportation for
employees



Prevent Pollution
Eliminate and/or
properly dispose of
harmful chemicals



Use Non-Toxic Cleaners
Use safer,
environmentally
preferable cleaning
chemicals



Avoid Waste
Eliminate unnecessary
packaging, printing, and
purchasing



Recycle Materials
Divert waste from the
landfill through reuse,
recycling and
composting



Hire Local Vendors
Working locally means
less vehicle use

Certification Process

Step 1	Business Enrollment and Registration
Step 2	Green Business Coordinator Initial Walk-Through and Consultation (Free Technical Assistance)
Step 3	Audits from Partners (i.e. Trash Audits performed by Kendra at Mammoth Disposal)
Step 4	Business Implementation of Measures
Step 5	Final Site Visit and Verification
Step 6	Certification (award and window cling) and Business Promotion!

 APPLICATION DETAILS
 ENERGY
 POLLUTION PREVENTION
 SOLID WASTE
 TRANSPORTATION
 WASTEWATER
 WATER
 COMMUNITY

Certification Provides Free Business Promotion

Local Marketing



Google Ads



Google Ads

Newsletter



In This Issue

- Climate-Friendly Menus
- 1st Certified Food Manufacturer
- Sneak Peak: Business Promotion Toolkit
- New Innovator Business

Did You Know?

The USDA and CEC offer grants to help businesses buy efficient food manufacturing equipment. Details here. Help spread the word!

Keep Up With Us

- Facebook
- Website
- LinkedIn

Climate-friendly Menus



Co-Branding



SMALL BUSINESS SATURDAY



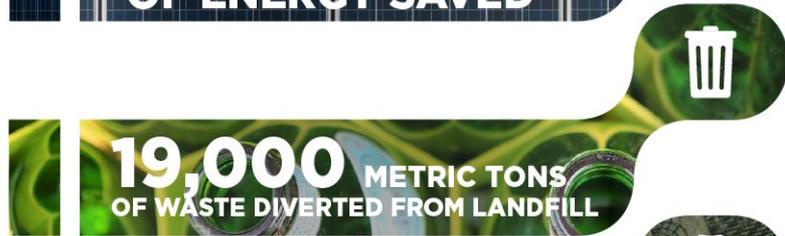
Business Promotional Toolkit

Business Logo Usage Guidelines | Facebook | Instagram | Email | Print



Statewide Green Business Impact 2022

Businesses that join our network conserve precious resources, prevent harmful pollution, and enhance their bottom-line.



– Eastern Sierra Green Business Network–

CONTACT

Pam Close Bold, Executive Director
High Sierra Energy Foundation
bold@highsierraenergy.org

Jess Blackwell, Program Coordinator
High Sierra Energy Foundation
blackwell@highsierraenergy.org



Appendix: Eastern Sierra Green Gift-Giving Guide

[2023-2024 Eastern Sierra Green Gift-Giving Guide](#)





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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 12, 2023

Departments: Behavioral Health

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robin K. Roberts, Behavioral Health
Director

SUBJECT Postponement of Implementation of
Senate Bill (SB) 43 – Criteria for
Involuntary Commitment

AGENDA DESCRIPTION:

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

SB 43 is scheduled to take effect on January 1, 2024. This new law expands the criteria for involuntary commitment under existing law to include situations where a person, as a result of a severe substance use disorder, a co-occurring mental health disorder and severe substance use disorder, or chronic alcoholism is unable to provide for their own personal safety or necessary medical care. There is a provision to delay enactment of SB 43 by two years with the adoption of a Board resolution making findings as to why the jurisdiction needs additional time to comply with the law. Mono County has no facilities available to provide the proper treatment to those who would meet this new criteria and staff is therefore recommending that implementation be delayed until January 1, 2026, as allowed by the law.

RECOMMENDED ACTION:

Adopt proposed resolution delaying implementation of SB 43 in Mono County until January 1, 2026.

FISCAL IMPACT:

None.

CONTACT NAME: Robin K. Roberts

PHONE/EMAIL: 760-924-1740 / rroberts@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report for Resolution to defer Mono County Behavioral Health implementation of SB 43
<input type="checkbox"/> Resolution for the defement of SB 43

History

Time	Who	Approval
12/6/2023 3:38 PM	County Counsel	Yes
12/6/2023 11:50 AM	Finance	Yes
12/7/2023 9:06 AM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors
FROM: Robin K. Roberts, MFT, Mono County Behavioral Health, Director
DATE: November 22, 2023

SUBJECT:

Resolution to defer implementation of the changes make to Welfare and Institutions code section 5008 by Senate Bill 43

RECOMMENDED ACTION:

Approve and sign proposed resolution.

DISCUSSION:

Senate Bill 43 makes several significant changes to the state's involuntary detention and conservatorship laws under the Lanterman-Petris-Short (LPS) Act. Mono County Behavioral Health (MCBH) is seeking Board approval to defer Mono County's engagement with the requirements of SB 43 until January 1, 2026.

Currently Mono County Behavioral Health is responsible for the implementation of the LPS Act in our county. Our Crisis Team evaluates and determines the care needs for those who are suicidal, homicidal and/or gravely disabled due to a mental health disorder. The Team determines whether a person ought to be placed on a 5150 hold and moved to actuate hospitalization and/or crisis stabilization for reasons related to their mental health. Additionally, the MCBH clinical staff and director work closely with the Mono County Public Guardian Office to provide the evaluation and clinical care to individuals who are Conserved under the LPS Act and placed in levels of care such as hospitalizations that are not available in our county.

SB 43 expands the LPS Act such that persons with acute Substance Disorders will be eligible for detention and conservatorship. At this time the criteria for a "severe SUD disorder" is not yet established nor is there an infrastructure to provide treatment to individuals who may meet the new criteria; for instance, there are no locked facilities that provide treatment to those with Substance Use Disorder, nor are there facilities that can treat the medical needs often associated with chronic, long term substance use. Additionally, there is no funding from the state to support any aspect of this change—from increased staffing needs to the Quality Assurance requirements such as Policies and Procedures, required involvement by our County Counsel, or the increase in treatment costs.

The changes to this process, via SB 43, are significant and Mono County Behavioral Health will use the time from the deferment to expand our ability to meet the new criteria outlined by SB 43. This includes but is not limited to creating new positions to add additional staff needed to perform the administrative and clinical aspects outlined in this change, while also working with our partners at Mammoth Hospital, Mono County Superior Court, Mono County Medics and Law Enforcement, and other county

departments to determine the roles of each entity to provide their time and expertise to facilitate these changes.

It is our belief that the deferment will allow MCBH the time needed to see how this new law is implemented throughout the State of California, and to build the infrastructure required to be in adherence with the changes.

FISCAL IMPACT:

Currently, there is no new funding from the State of California to provide the needed staffing, training, or cost of implementation of this bill. Likewise, there is no new funding for placement and treatment of individuals in the required facilities, as there currently are no facilities ready to take on these new responsibilities.

SUBMITTED BY:

Robin K. Roberts, MFT, Director

Contact: 760.924.1740



R23-__

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
MONO DEFERRING IMPLEMENTATION OF THE CHANGES MADE TO
WELFARE AND INSTITUTIONS CODE SECTION 5008 BY SENATE BILL 43
(2023-2024 REG SESSION)**

WHEREAS, the Lanterman-Petris-Short (LPS) Act (Welfare and Institutions Code section 5100, et seq.) provides for the evaluation and treatment of a person who is gravely disabled, which is defined to mean a condition in which a person, as a result of a mental health disorder, is unable to provide for his or her basic personal needs for food, clothing, or shelter; and

WHEREAS, Senate Bill 43 (2023-2024 Reg. Session), Statutes 2023, Chapter 637 (SB 43), signed by the Governor on October 10, 2023, expands the definition of gravely disabled to include a person who, as a result of a mental health disorder, a severe substance use disorder, or a co-occurring mental health disorder and a severe substance use disorder, or as a result of impairment by chronic alcoholism, is unable to provide for their basic personal needs for food, clothing, shelter, personal safety, or necessary medical care; and

WHEREAS, this expanded definition of gravely disabled becomes effective on January 1, 2024; and

WHEREAS, the responsibility for administering the LPS system falls largely with counties; and

WHEREAS, SB 43's expansion of the definition of grave disability will require a significant effort in building and expanding the treatment, workforce, delivery networks, housing capacity and models for locked treatment settings or models of care for involuntary SUD treatment to successfully meet the conservatorship needs of the population; and

WHEREAS, SB 43's expansion of LPS criteria to include individuals with a severe SUD, this change in policy would significantly expand the portion of the

1 population potentially subject to detention and conservatorship under LPS from around
2 1% to around 10% of the population based on SUD prevalence estimates; and,

3 **WHEREAS**, SB 43 will require counties to develop criteria for a “severe SUD”
4 grave disability assessment, as no such assessment currently exists as well as protocols
5 for designating individuals to perform severe SUD grave disability assessments and to
6 recruit and hire staff to perform severe SUD grave disability assessments;

7 **WHEREAS**, SB 43 expands LPS criteria to include an assessment of whether an
8 individual is unable to survive safely in community or provide for necessary medical care
9 without involuntary detention, counties will need to develop policies and procedures for
10 how these determinations will be made, along with qualified licensed health care
11 providers; and,

12 **WHEREAS**, In addition, hospitals will be without qualified designated
13 individuals to perform the assessments needed to remove involuntary holds, when
14 appropriate, or recommend conservatorship when appropriate and because there is
15 currently no locked treatment capacity for individuals with severe SUD and limited
16 capacity for co-occurring medical conditions, local hospital emergency departments will
17 be impacted by additional individuals who are boarding in the absence of this new
18 treatment capacity; and,

19 **WHEREAS**, SB 43 will expand the demand for county public guardians, Patient
20 Rights Advocates, County Counsel, and county behavioral health staff and treatment
21 providers; and,

22 **WHEREAS**, SB 43 will require the build out of new and novel treatment capacity
23 such as locked SUD treatment facilities which currently do not exist in California; and,

24 **WHEREAS**, the breadth of that effort requires more time than SB 43’s effective
25 date allows; and

26 **WHEREAS**, in recognition of this, Welfare and Institutions Code section 5008,
27 subdivision (h)(4), as enacted by SB 43, provides that a county, by adoption of a
28 resolution of its governing body, may elect to defer implementation of the changes made
29 to this section by SB 43 until January 1, 2026, thereby postponing implementation of the
30 new definition of grave disability.

31 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors for
32 County of Mono as follows:

1. Pursuant to Welfare and Institutions Code section 5008, subdivision (h)(4), as enacted by SB 43, the County of Mono hereby elects to defer implementation

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of the changes made by that bill to Welfare and Institutions Code section 5008 until January 1, 2026.

2. This Resolution shall go into effect on January 1, 2024.

PASSED, APPROVED and ADOPTED this 12th day of December 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

/
//
///
////

Rhonda Duggan, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 12, 2023

Departments: County Counsel

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christopher Beck, Assistant County
Counsel

SUBJECT Funding Opportunities for Affordable
Housing and Other Projects

AGENDA DESCRIPTION:

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

Provide the Board with an update regarding funding opportunities, including enhanced infrastructure financing districts (EIFDs), increase in transient occupancy tax (TOT), or other options, for affordable housing and other projects.

RECOMMENDED ACTION:

Provide direction to staff regarding options which should be investigated further and brought back to the Board for future action.

FISCAL IMPACT:

None.

CONTACT NAME: Christopher Beck

PHONE/EMAIL: 760-927-1706 /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report
Presentation

History

Time	Who	Approval
12/4/2023 4:49 PM	County Counsel	Yes
12/4/2023 3:43 PM	Finance	Yes

12/7/2023 1:53 PM

County Administrative Office

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christopher L. Beck

Deputy County Counsel
Emily R. Fox
Jeff Hughes

**OFFICE OF THE
COUNTY COUNSEL**

Mono County

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

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors

From: Christopher Beck, Assistant County Counsel

Date: December 12, 2023

Re: Information Item – Optional Funding Opportunities for Affordable Housing and Other
Projects

Strategic Plan Focus Area(s) Met

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

Discussion

This item is meant to begin a series of presentations and information items, at the Board’s Direction, regarding funding sources available to Mono County for the purpose of creating affordable workforce housing, responding to increased occurrences of natural disasters, and other impacts on the County. The funding sources include an Enhanced Infrastructure Financing District (EIFD), TOT rate increase to the same rate as the Town of Mammoth Lakes (13%), as well as an Affordable Housing Agency (AHA).

EIFD

An Enhanced Infrastructure Finance District (which may be referred to as “EIFD” or “district”) is a governmental entity that may be established by the Board of Supervisors to use future incremental property tax revenue to fund public capital facilities and infrastructure, as well as other specified projects of county-wide significance, including affordable housing and climate change resilience projects. EIFDs are not funded by a new tax but rather by capturing all or a portion of the future property tax increment revenue (i.e., the difference in property taxes owed prior to and post establishment of the EIFD) generated within the boundaries of the district. The EIFD may finance projects through the issuance of bonds or under a “pay-go” model where money is spent as it is collected. Staff will provide a presentation covering 1) What an EIFD is, 2) How an EIFD is formed, and 3) What are the allowable uses of EIFD funds. We will provide a brief update on the TOT rate increase process and the County’s involvement in that process.

TOT

Transient Occupancy Tax (TOT) is a voter approved tax collected from lodgers, including properties rented through home sharing services like Airbnb, in unincorporated areas of Mono County. This tax is commonly referred to as a 'bed tax'. Given the TOT was established by the voters, an amendment thereto would also be submitted as a ballot measure to the voters. The TOT has been increased in the past, including in 2004 after a ballot measure was submitted to the voters. During the joint meeting with the Town Council on October 17, 2023, Board members raised the question of increasing the County's TOT to match that of the Town of Mammoth Lakes (13%). Staff has completed a cursory review of TOT receipts and determined that, using FY 2022-23 actual receipts, increasing the TOT to 13% would increase revenues by \$330,443, assuming no change in volume or room prices.

AHA

An Affordable Housing Agency (AHA) is similar to an EIFD in that it uses tax increment financing to create affordable housing. The AHA is solely focused on affordable housing where the EIFD could be used for any infrastructure project approved by the governing body of the EIFD (the Public Finance Authority).

Next Steps

This presentation is meant to introduce concepts for funding affordable housing and other priority projects. Staff can prepare future presentations to outline how these local sources can be used to leverage state and federal funds for affordable workforce housing including increasing the success rate of applications for these funds.

Staff will present on the above and receive direction, if any, from the Board of Supervisors.



EIFDs

Enhanced Infrastructure
Finance Districts – An
Overview



What is an EIFD?

What is an EIFD

- Tool available to fund infrastructure projects and community improvements
- Statutorily established on January 1, 2015 by SB 628
- Established after multiple hearings to consider objections
- No further votes required, except for issuing bonds
- Previously Infrastructure Finance Districts
 - *Now: Enhanced*

What is an EIFD

- Statutorily established on January 1, 2015 by SB 628
 - SB733 (2017) – Climate change adaptation projects
 - SB1145 (2018) – infrastructure maintenance costs

What is an EIFD

- KEY FEATURES:

- Local government authority
 - Public Finance Authority – 5 members – Infrastructure Financing Plan
- Additional financing mechanisms
- Project types eligible for fundings (not just traditional infrastructure)
- Need to have completed all successor agency RDA tasks, if any

- BENEFITS

- Increased financing options (tax increment financing, bond financing, grants/subsidies)
- Local control and decision making
- Public-private partnerships



How Can an EIFD Be Used?

EIFD

- Allows local leaders to support infrastructure projects through multiple funding sources
 - Tax increment authority, benefit assessments, community facilities districts and fees
- Generally applies to every type of infrastructure:
 - Transportation
 - Water
 - Flood control and storm water
 - Energy
 - Public facilities
 - *Required: direct connection between the needed infrastructure and the users (benefit)

EIFD uses:

- Roads, highways and bridges
- Parking facilities
- Transit stations
- Solid waste disposal
- Child care facilities
- Environmental mitigation
- Affordable Housing



EIFDs for
Affordable Housing

- All housing developed using EIFD must be 100% affordable (very low/low/moderate)
- 55-year deed restriction
- Aid in financing projects
- Public-private partnerships
- Financial projections will determine feasibility of use
- Includes construction, acquisition, and rehab

Affordable Housing



Formation of EIFDs

Formation

- Form the Team
- Establish EIFD Feasibility
- Conduct Outreach
- Initiate Formal Process
 - Select members of PFA (5)
 - Establish PFA and adopt Resolution of Intent to Establish
 - Mail Resolution to each taxing entity and property owners

Formation (cont.)

- PFA prepares Infrastructure Financing Plan (IFP)
 - Map and legal description
 - Description of use
 - Tax increment revenue projects
 - Financing plan
 - Fiscal impact
 - Date district will cease
 - District goals
 - Tax increment limits
- Transmit IFP to affected parties
- Notice PFA meeting PRIOR to adoption to present draft IFP

Formation (cont.)

- Notice 1st public hearing (no sooner than 30 days after initial PFA meeting)
- Hold 1st public hearing – no action
- Notice and hold 2nd public hearing (at least 30 days after the 1st) – no action
- Notice 3rd public hearing and provide a copy of IFP
- Hold 3rd public hearing (at least 30 days after 2nd hearing)



Alternative to EIFD
for Affordable
Housing: Affordable
Housing Agency

AHA

- More appropriate if the EIFD is being considered exclusively for affordable housing.
- Different than a housing authority.
- Tax increment financing exclusively for affordable housing.
- More streamlined process to establish.
- Each agency commits as much of the tax increment they would like, and that is used to bond for the creation of affordable housing.
- Board would consist of members from each agency.

Questions?



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 12, 2023

Departments: Finance

TIME REQUIRED 45 minutes

SUBJECT Pension Workshop

**PERSONS
APPEARING
BEFORE THE
BOARD**

Janet Dutcher, Finance Director; Dan Matusiewicz, GovInvest

AGENDA DESCRIPTION:

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

Presentation by GovInvest, Inc. updating the Board about CalPERS policy and investment strategies, current challenges, and how Mono County is doing, including projection of the unfunded accrued liability, its funded status, contribution requirements, and future budgetary impacts.

RECOMMENDED ACTION:

None. Presentation and discussion only.

FISCAL IMPACT:

None.

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
Presentation

History

Time	Who	Approval
12/4/2023 4:27 PM	County Counsel	Yes
12/6/2023 11:49 AM	Finance	Yes

12/6/2023 1:54 PM

County Administrative Office

Yes



DEPARTMENT OF FINANCE

AUDITOR-CONTROLLER

COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer - Tax Collector

To: Mono County Board of Supervisors

From: Janet Dutcher – Mono County Director of Finance

Date: December 12, 2023

Re: CalPERS Pension Workshop

Objectives for Today's CalPERS Pension Workshop

The objective of the December 12, 2023, Pension Workshop is to update the Board and members of the public about the County's funded status of its pension plan(s) administered by CalPERS, the size, trends, and factors affecting the County's unfunded pension liability, and the effect on future annual unfunded actuarial liability payments. The workshop will update the information provided at the County's previous pension workshop on November 9, 2021.

Mono County's Pension Plan Description

Eligible employees of Mono County and Mono County Superior Court (non-judicial employees) participate in the County's defined benefit pension plan. A defined benefit plan is one where the ultimate pension benefit to a retired employee is guaranteed at a certain amount based on a pre-determined formula. In contrast, a defined contribution plan is one where a series of contributions is guaranteed without regard to the ultimate retirement benefit an employee receives. The County's plan is a benefit plan, where the risk of assumption funding deviations falls upon the employer, not the employee. The employee pays a contract percentage adjusted for cost-sharing agreements with the County. The remainder of the funding requirements is a County obligation and the subject of this agenda item. However, the fiscal impact of cost-sharing with employees is not incorporated into today's information. The County contracts with CalPERS as an agent for common investing and administration services.

The Court employees participate in the County's pension plan even though the Trial Court Funding Act of 1997 designated court employees as State employees. The Public Employees Retirement Law (PERL) provides that the trial court and County participate in CalPERS under a joint contract in counties contracting with CalPERS. California law requires combining pension assets and liabilities of a county and a trial court to set the employer contribution rates. Unless otherwise noted, the information presented today has not been adjusted to exclude the Court's share of the Mono County Pension Plan, which share is approximately 6%. Recently passed legislation, Senate Bill 548, allows for the voluntary separation of the Courts into their independent plan. We expect some CalPERS counties to engage in this process.

Pension benefits vest over each employee's years of service using the benefit formulas noted below. One important note is that Mono County employees participating in our pension plan are prohibited from participating in Social Security benefits. That means employees who work their entire career with Mono County receive no social security benefits upon retirement other than coverage under Medicare.

Employee Group	Benefit Formula
Miscellaneous	2.7% @ 55 (Classic members)
	2.5% @ 55 (Classic members)
	2% @ 62 (PEPRA members)
Sheriff & Public Safety Officers	3% @ 50 (Classic members)
	3% @ 55 (Classic members)
	2.7% @ 57 (PEPRA members)
Paramedics	3% @ 50 (Classic members)
	2% @ 50 (Classic members)
	2.7% @ 57 (PEPRA members)
Probation Officers	3% @ 50 (Classic members)
	2.7% @ 57 (PEPRA members)

Pension Contributions

Mono County must contribute to CalPERS, which is determined annually based on actuarial valuations. The actuarially determined contribution is the estimated amount necessary to finance the cost of benefits earned by employees during the year (normal cost), with an additional amount to finance paying down the unfunded accrued liability.

Contributions are comprised of:

- Employees required contribution, 8% or 9%, depending on plan
- Employer-required contribution, based on actuarial valuations (some bargaining groups require their members to cost share up to 3% of the County's employer share of the normal cost share of the contribution, and this agenda item excludes its fiscal benefit)
- Employer contribution towards the unfunded accrued liability

Contributions for the past five years are as follows:

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Normal Cost	\$ 2,273,664	\$ 2,693,811	\$ 2,904,546	\$ 2,913,293	\$ 3,023,379
UAL	3,447,083	3,894,658	4,306,601	4,985,202	5,598,298
Total Annual Contributions	\$ 5,720,747	\$ 6,588,469	\$ 7,211,147	\$ 7,898,495	\$ 8,621,677
\$ Increase		\$ 867,722	\$ 622,678	\$ 687,348	\$ 723,182
% Increase		15.17%	9.45%	9.53%	9.16%

Excludes Courts share

Pension Liability – Unfunded Accrued Liability (UAL)

As the County transmits pension contributions to CalPERS, the plan accumulates invested assets to earn an investment return. The market value of assets is subtracted from the accrued liability, which is the present value of the County's obligation to make retirement payments in the future. The amount that the obligation exceeds the amount of assets is the County's unfunded accrued liability, which means the plan is less than 100% funded. This means the County has not accumulated enough resources to satisfy future retirement payments. As we discuss the Board's goals for the County's pension plan, one element is its target percentage of funding to achieve.

Annual pension contributions are determined using estimates or assumptions, such as the estimated earnings on investments (assets), mortality trends, length of service, projected salary growth, and inflation. When actual experience differs from estimates, the unfunded accrued liability increases or decreases. The County makes payments towards the unfunded accrued liability over, in general, a rolling 20-year period of amortization.

The County's unfunded accrued liability reported on our financial statements for the last several years is shown below (excludes Court's share):

Fiscal Year	Total	Funded Status
2019	\$ 62,748,841	69.70%
2020	\$ 67,402,519	68.73%
2021	\$ 60,046,545	70.16%
2022	\$ 38,611,746	81.73%
2023	\$ 67,452,776	70.42%

Moody's and Standard and Poor identified the County's large pension and OPEB obligations as a credit weakness. Since then, the funded status of our OPEB plan increased to 92.68% but declined to 72.61% as of June 30, 2023, because of market volatility in trust fund investments. While we expect future OPEB valuation to show a significant increase in its funded status, depending on the market performance of our invested trust fund assets, the pension liability continues impacted more significantly to market volatility because of its size and complexity with the current liability back at \$67.5 million as of June 30, 2023.

Starting in the fiscal year 2022-23 budget cycle, the County established a pension rate stabilization (PRST) trust to stabilize its general fund share of the annual future UAL payment in its budget. For FY 2022-23, the County contributed \$1.2 million to the trust and plans to contribute another \$1.2 million with its FY 2023-24 adopted budget. The market value balance in the County's PRST as of September 30, 2023, is \$1,201,405.

Understanding the Problem

When the annual payment towards the unfunded accrued liability balance increases, it displaces budgetary resources to fund public services. Absent the 21.3% investment return CalPERS experienced for fiscal year 2021, the County's future UAL payments are estimated to increase by more than 88%, as shown below, and will only decrease as CalPERS equals or exceeds its earnings projections of 6.9%.

BUDGET YEAR	UAL PAYMENT	CUMULATIVE INCREASE OVER FY 2020-21	% INCREASE
2020-21	\$4,306,602		
2021-22	5,165,577	\$858,975	19.95%
2022-23	5,811,256	1,504,654	34.94%
2023-24	5,625,985	1,319,383	30.64%
2024-25	6,726,587	2,419,985	56.19%
2025-26	6,921,000	2,614,398	60.71%
2026-27	7,407,600	3,100,998	72.01%
2027-28	7,173,200	2,866,598	66.56%
2028-29	7,965,700	3,659,098	84.96%
2029-30	8,129,700	3,823,098	88.77%

Includes Court share of the annual UAL payment

Today's Workshop

Today's workshop is designed to explore and understand the pension problem described in this staff report. GovInvest will briefly cover some pension basics, the hurdles, and other considerations to consider, as well as how Mono County is doing relative to a hypothetical funding target and other similarly sized CalPERS Counties.

About GovInvest

GovInvest helps governments visualize and understand complex pension-related actuarial data. Their mission is to help governments solve unfunded pension, OPEB, and debt problems through unique software and simple, understandable actuarial reports. They provide value by facilitating easy communication of complex information to decision-makers and stakeholders, allowing them to understand and analyze their liability, and providing clear solutions. Their solution suite comprises actuarial software, valuations, and benefit consulting. Dan Matusiewicz from GovInvest will present and lead this workshop.

Pension Funding Update

Mono County, CA



Pension Workshop Agenda



Review contours of pension plans and what drives pension cost & affordability



Review tools local agencies have to manage unfunded pension liabilities



Review current funding progress and cost trajectory



Review strategies and recommendations to manage unfunded pension liability and reduce exposure to pension cost volatility

Employer Promised Defined Retirement Benefits

Provided through California Public Employees Retirement System (CalPERS), a multi-employer pension & health care administrator

Promised benefit is made by the contracting agency and thus the local agency is on the hook to make up funding shortfalls, not CalPERS

Once the promised benefit is made, the benefit can only be changed prospectively per the California Constitution “California Rule”

Exiting CalPERS is not a practical option, the termination liability is cost prohibitive.

Revised benefit structure for employees hired on or after January 1, 2013 due to Public Employees Pension Reform Act (PEPRA) but will take generations to have a material impact

Benefit Tiers – Miscellaneous Employees



	<i>Miscellaneous Tier 1</i>	<i>Miscellaneous Tier 2</i>	<i>Miscellaneous Tier 3 PEPR</i>
Hire Date	Prior to Jun 1, 2012	On or after Jun 1, 2012	On or after Jan 1, 2013
Formula	2.7% @ 55	2.5% @ 55	2% @ 62
Final Pay Period	12 Months	12 Months	36 Months
COLA	2%	2%	2%
Employee Contributions – CalPERS Contract	8%	8%	7.75%
Employee Cost Sharing – Labor Agreements	0%	0%	0%

Benefit Tiers – Peace Officers & Sheriff



	<i>Peace Officer Tier1</i>	<i>Peace Officer Tier2</i>	<i>Peace Officer PEPRA</i>	<i>Sheriff Tier 1</i>	<i>Sheriff Tier 2</i>	<i>Sheriff Tier 3 PEPRA</i>
Hire Date	Prior to July 1, 2004	Prior to Jan 1, 2013	On or after Jan 1, 2013	Prior to Dec 27, 2012	On or After Dec 27, 2012 Prior to Jan 1, 2013	On or after Jan 1, 2013
Formula	3% @ 50	3%@50	2.7% @ 57	3% @ 50	3% @ 55	2.7% @ 57
Final Pay Period	12 Months	36 Months	36 Months	12 Months	36 Months	36 Months
COLA	2%	2%	2%	2%	2%	2%
Employee Contribution – CalPERS Contract	9%	9%	13.75%	9%	9%	13.75%
Employee Cost Sharing – Labor Agreements	3%	3%	0%	3%	3%	0%

Benefit Tiers – Fire



	<i>Safety Fire Tier 1</i>	<i>Safety Fire Tier 2</i>	<i>Safety Fire Tier 3 - PEPRRA</i>
<i>Hire Date</i>	Prior to Jul 1, 2007	On or after July 1, 2007 Prior to Jan 1, 2013	On or after Jan 1, 2013
<i>Formula</i>	3% @ 50	2% @ 50	2.7% @ 57
<i>Final Pay Period</i>	12 Months	12 Months	36 Months
<i>COLA</i>	2%	2%	2%
<i>Employee Contribution – CalPERS Contract</i>	9%	9%	13.75%
<i>Employee Cost Sharing – Labor Agreements</i>	3%	3%	0%

Defined Benefit – Sample

What does 2.7 @ 55 Mean?

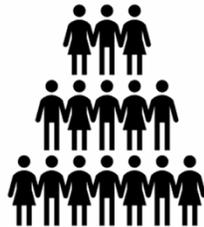
- 2.7 is the benefit factor if employee retires at age 55.
- The benefit factor is multiplied times the years of service to derive a % of pensionable pay
- 30 Years of Service X 2.7 = 81% of Final Year
 - Final Year of \$100,000 = \$81,000 Lifetime Annual Benefit
- Employees could retire as early as 50 and receive a reduced benefit factor.
 - For example: 2.56% at age 54, 2.42% at age 53, 2.28% at age 52, 2.14% at age 51 and 2% at age 50

Assumptions Set Future Cost & Funding Expectations



Economic

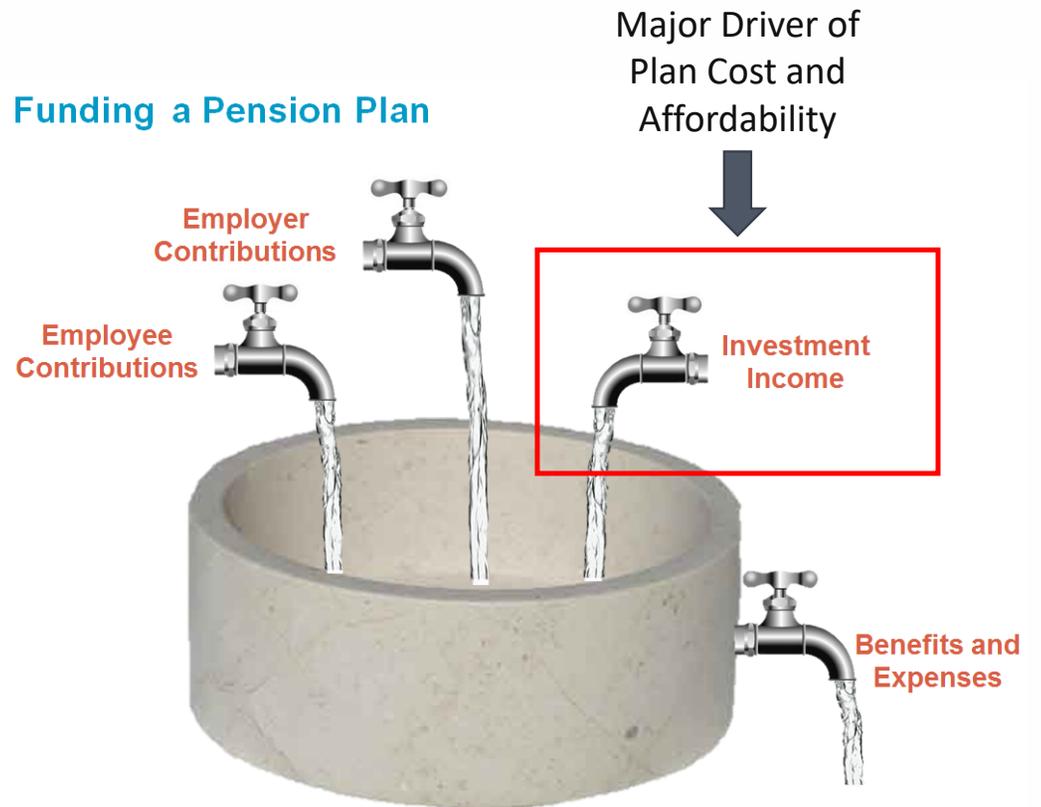
- Inflation
- Investment Return
- Salary Growth



Demographic

- Retirement
- Disability
- Death
- Termination

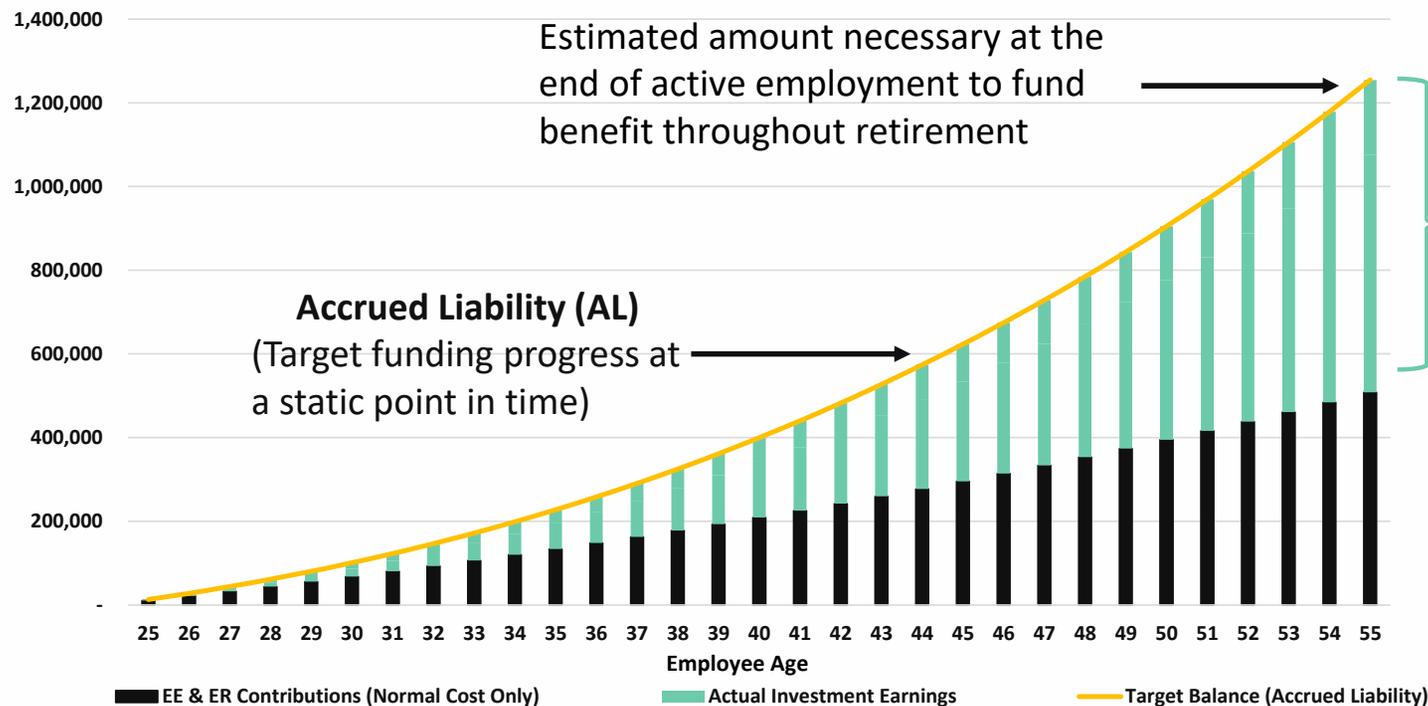
Funding a Pension Plan



Hypothetical Prefunding Example for Individual Employee's Retirement Benefit



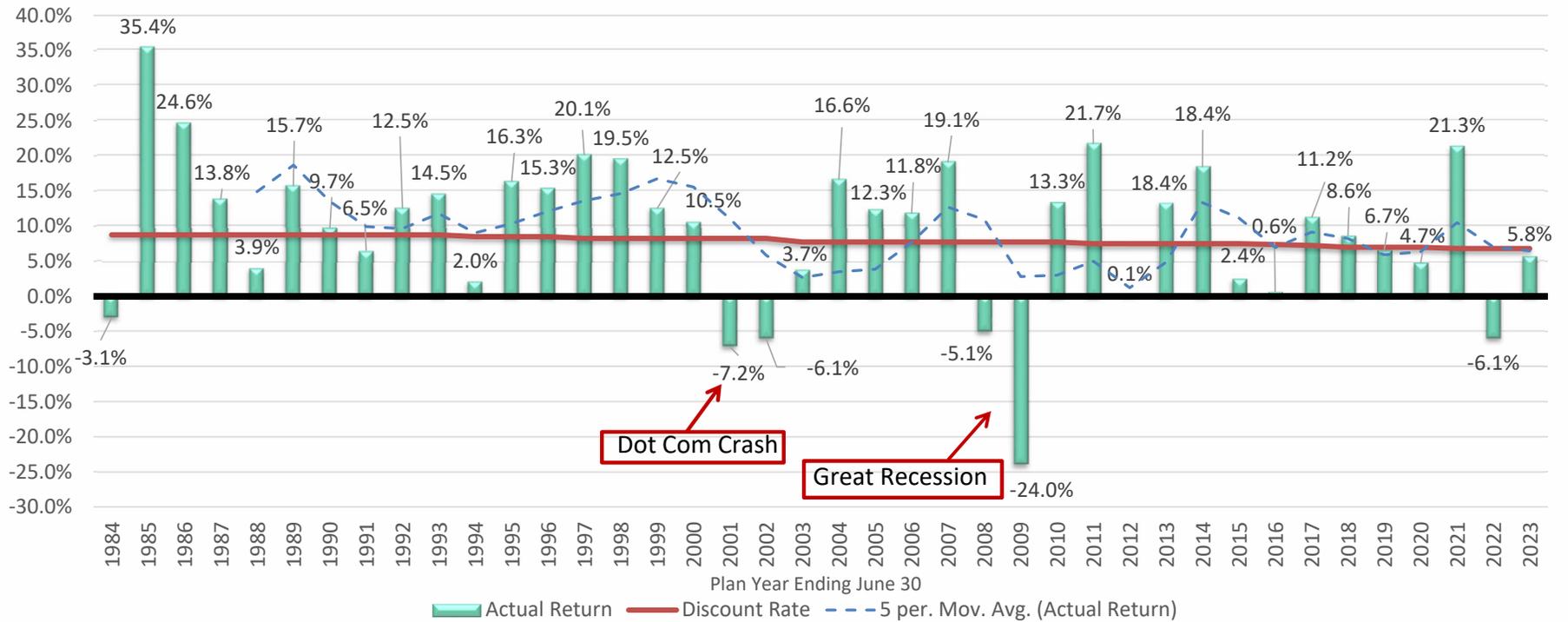
Illustration Only



Investment earnings are **presumed** to offset 50%-60% of the promised benefit. When investment performance fall short of expectations, employers feel the pain.

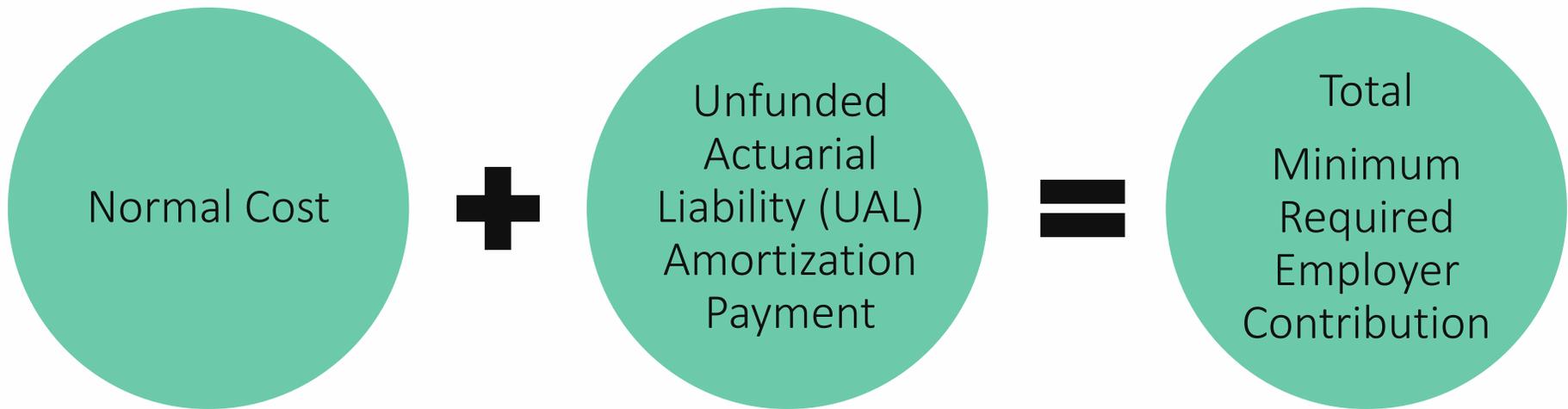
Investment Earnings + Normal Cost Contributions

CalPERS Historical Investment Returns



Compound Annual Rates of Return through June 30, 2023					
	1 Year	5 Year	10 Year	20 Year	30 Year
Compound Annual Return	5.8%	6.1%	7.1%	7.0%	7.5%

Components of Required Employer Contribution



Normal Cost – the cost for current service paid as a percent of payroll. Increases when payroll increases, decreases when payroll decreases

Relatively stable – Generally expected to grow with payroll

UAL Contribution – payment toward past service. Paid as a fixed dollar amount each year.

Volatile - Pension assets and resulting funded status are at the whim of the markets

How Has Your Agency Been Impacted?



Actuarial Funding (Gains)/Losses



Valuation Year	(GAIN)/LOSS
6/30/2021	All Plans
Investment Experience Gain	(23,505,800)
Discount Rate Change	5,262,760
Other Assumption Changes	838,272
Other Demographic Gain	(1,643,498)
TOTAL	(19,048,266)

Assumption	Actual Return	Experience Gain/(Loss)	First Contribution Year
7.0%	22.4%	15.4%	FY 23-24

	(GAIN)/LOSS
6/30/2022	All Plans
Investment Experience Loss	26,167,021
Liability Loss	4,398,883
TOTAL	30,565,904

6.8%	-7.5%	-14.3%	FY 24-25
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	(GAIN)/LOSS
6/30/2023	All Plans
Investment Experience Loss	\$1,310,00

6.8%	6.1%	0.7%	FY 25-26
------	------	------	----------

Primary Reason for Unusually Large Non-Investment Loss



During the 2022 Valuation Year, Retirees received the highest COLA in 30 years, driven by the surge in inflation

COLA Provision	Year of Retirement	% COLA Increase Effective May 1, 2022
2% COLA Provision	2003 & Earlier	2%
	2004	2.19%
	2005	3.59%
	2006-2014	4.70%
	2015	3.13%
	2016	2.39%
	2017	2.52%
	2018	2.96%
	2019	2.77%
	2020	2.00%
	2021	Not Eligible

3% COLA Provision	1979 & Earlier	3%
	1980-2019	4.70%
	2020	3%
	2021	Not Eligible
4% COLA Provision	2019 & Earlier	4.70%
	2020	4.00%
	2021	Not Eligible
5% COLA Provision	2020 & Earlier	4.70%
	2021	Not Eligible

Funded Status Trend With Trust



Fiscal Year End (FYE)	2020	2021	2022	Projected 2023	Change
Accrued Liability (AL)*	\$170,774,142	\$228,943,673	\$242,573,146	\$250,200,000	\$7,626,854
Market Value of Assets (MVA)**	\$115,964,512	\$180,524,326	\$164,984,155	\$171,230,000	\$6,245,845
115 Trust Assets	\$0	\$0	\$0	\$1,243,157	\$1,243,157
Unfunded Accrued Liability (UAL)	\$54,809,630	\$48,419,347	\$77,588,991	\$77,726,843	\$137,852
Funded Status	67.91%	78.85%	68.01%	68.93%	0.92%
Assumption	7.00%	7.00%	6.80%	6.80%	
Actual	5.00%	22.40%	-7.50%	6.10%	
Experience Gain/Loss	-2.00%	15.40%	-14.30%	-0.70%	

* The County's Accrued Pension Liability growth rate is stable and declining over time

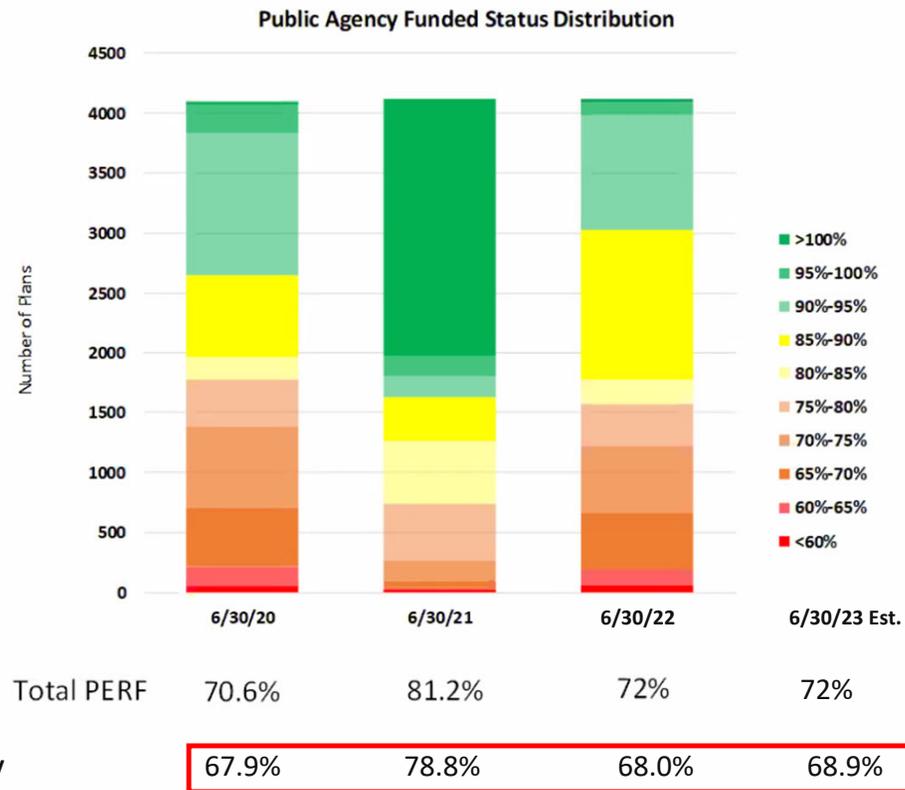
** The Market Value of Assets invested by CalPERS is volatile, which is outside of the County's control.

Comparison to Other Public Agencies



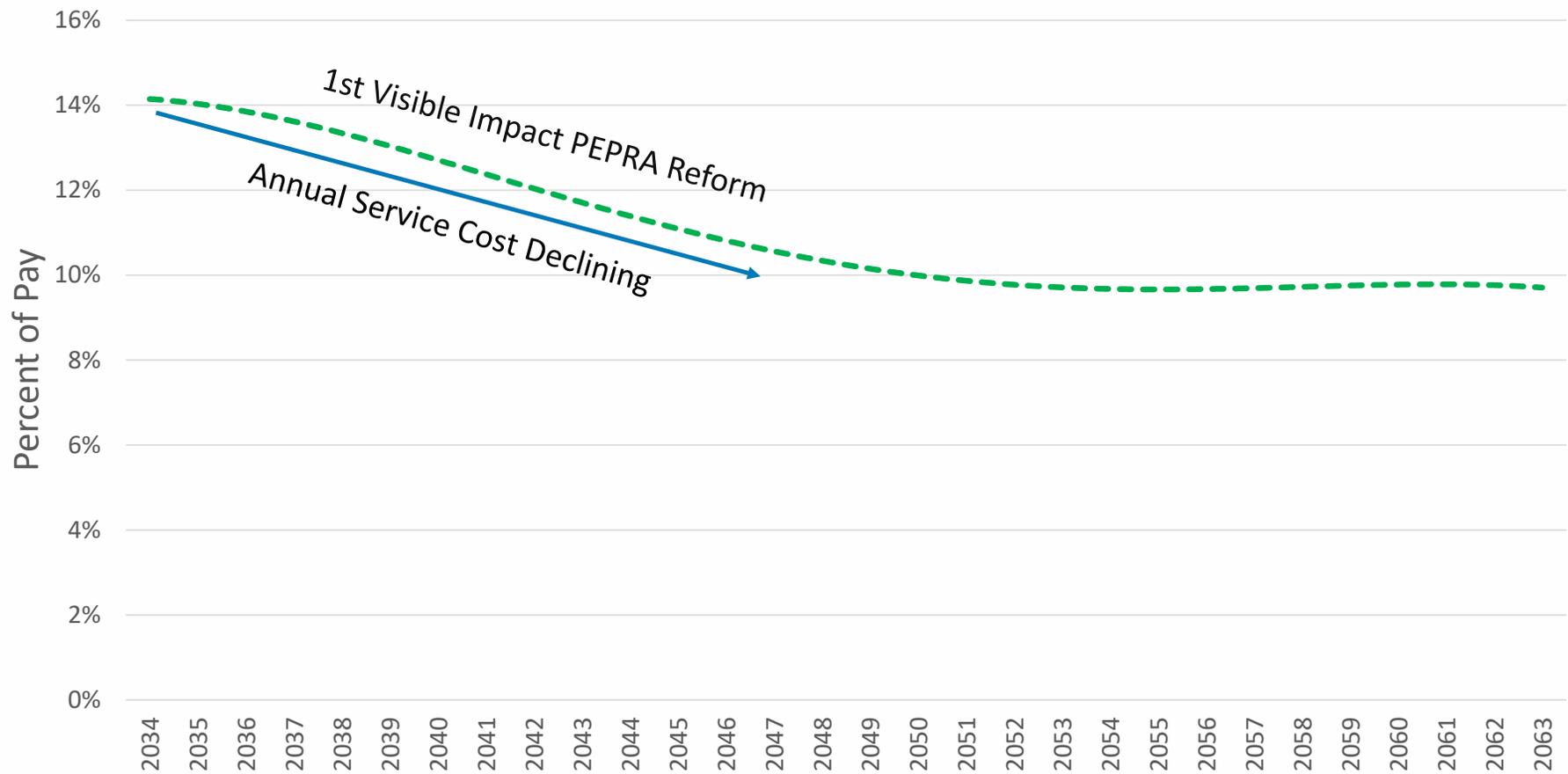
6/30/2022 Estimates —
Public Agency
Funded Ratios

Source:



Normal Cost Moving Forward

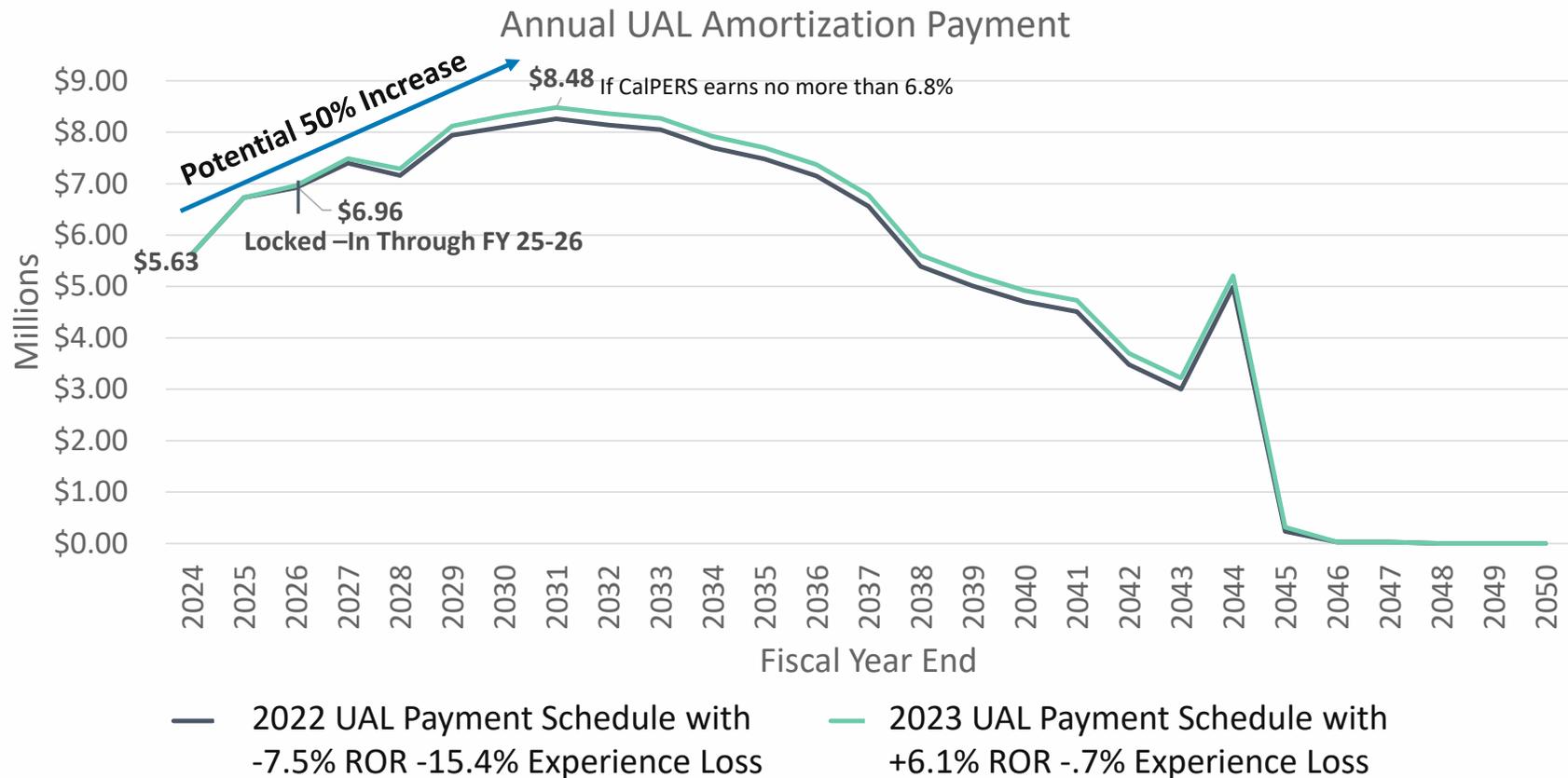
Projected Cost of Annual Pension Service Credit - Normal Cost as a % of Payroll



UAL & Total ER Required Contribution Projection

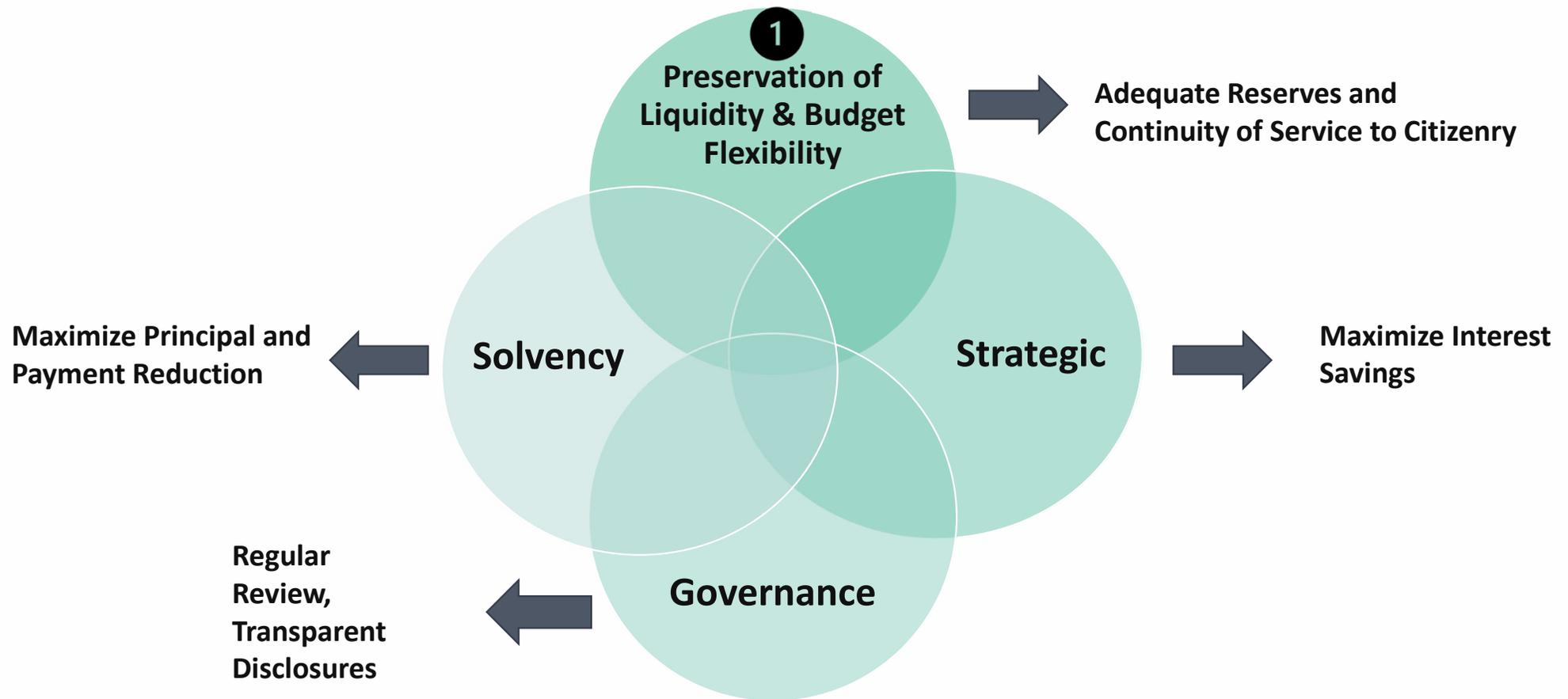


Impact of Experience Losses on UAL Amortization Payment



Pension Management

Pension Management Goals



Pension Management Tools

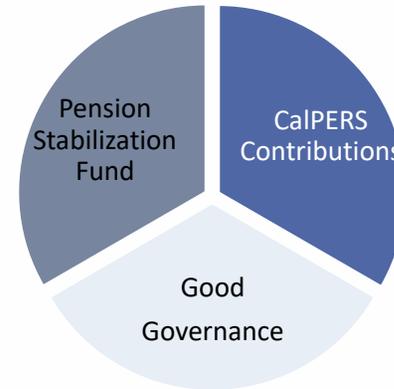
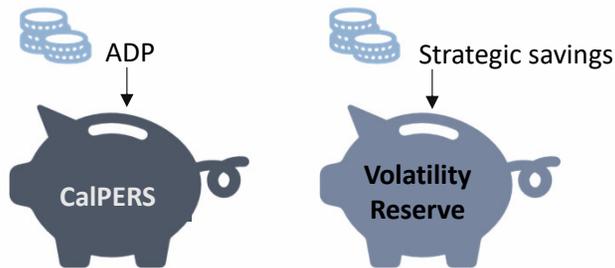


- 1) Pension Volatility Reserve (“Rainy Day” Fund) (Goal: Preserve Budget Flexibility)
§115 Trust (Higher Potential Long-term Returns; Short Term Volatility)
- 2) Full or Partial Restructuring of UAL Payment Schedule
 - a) Level payment schedule to achieve minimal savings but remove peaks and valleys (budget stability); or
 - b) Shorten repayment to maximize interest savings (may inhibit budget flexibility)
- 3) Additional Discretionary Payments (ADPs)
 - a) Goal to achieve near-term cash flow savings; or
 - b) Goal to achieve long-term interest savings over entire term of repayment schedule (20+ Years)
- 4) Pension Funding and Reserve Policies

The tools above can be used independently or in conjunction with one another.

Most pension management options require significant financial resources. Therefore, consistently funding the pension stabilization reserve is an imperative first step to preserve budget flexibility and provide a funding source to pursue cost mitigating strategies.

Consider a Balanced Approach



Direct Contributions to CalPERS - ADP

- Reduces net pension liability in financial statements immediately
- Minimal impact on magnitude of future contribution

Volatility Reserve – Internal Reserve or Section 115 Trust

- Allows entity to control cash flow to pension by using Volatility Reserve assets to augment contributions
- Creates the ability to stabilize contributions over the long term

Pension Funding Policy

- Documents long-term governance plan for staff and future Councils

Policy Development



- Documents Pension Management Goals
- Demonstrates Council Intent to Fulfill Promised Benefit
- Demonstrates Long-term Fiscal Discipline
- Reassures Council commitment to Creditors, Staff & Stakeholders
- Provide General Roadmap for Staff and Future Councils
- Identifies Transparency and Governance Procedures

Pension Specific Recommendations



- 1) “Stay the course” by consistently funding the County’s Pension stabilization reserve to protect the County against annual market volatility.
- 2) Identify and direct additional funding sources to pension reserve, where feasible (Example: additional employee contributions)
- 3) Once minimum target reserves are established and/or are replenished, consider a balanced approach of saving and deploying resources to keep the unfunded pension liability contained through use of other pension management tools.
- 4) Develop Pension Funding policy to memorialize funding plan(s) encompassing target balance, use of pension stabilization reserves and regular governance of this significant operating liability.

Surplus Use Recommendations



- 1) Eliminate Structural Budget Deficit
- 2) Replenish and Maintain Economic Reserve (25% of Budget)
- 3) Continue to build Pension Stabilization Reserve
- 4) Other Strategic Priorities

Questions & Feed Back





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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 12, 2023

Departments: Community Development

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Wendy Sugimura, Community
Development Director

SUBJECT Employment Agreement with Tom
Perry as Part-time Building Official

AGENDA DESCRIPTION:

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

Proposed employment agreement with Tom Perry as part-time Building Official.

RECOMMENDED ACTION:

Approve proposed Resolution, approving a contract with Tom Perry as Building Official, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The estimated cost of this position for the remainder of the fiscal year is \$19,068, of which \$18,630 is salary and \$438 is payroll taxes. The total cost of salary for an entire fiscal year is approximately \$38,135, of which \$37,260 is salary and \$875 is payroll taxes. This is included in the Department's FY 2023/24 adopted budget.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760-924-1814 / wsugimura@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
Resolution
Exhibit A - employment agreement

History

Time

Who

Approval

12/6/2023 7:51 PM	County Counsel	Yes
12/6/2023 11:52 AM	Finance	Yes
12/7/2023 8:45 AM	County Administrative Office	Yes

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

Date: December 12, 2023
To: Honorable Board of Supervisors
From: Wendy Sugimura, Community Development Director
Subject: Employee Agreement with Tom Perry as part-time Building Official

Background:

A recruitment was open for the Building Official position in the Community Development Department from May 2016 through September 2017 with no qualified applicants. If the full-time position were hired, the salary (without benefits) would be significantly more costly.

Although Community Development staff was able to find solutions and to generally work around the absence of a Building Official, it reduced department efficiency overall and occasionally presented a critical roadblock for a given project. The preference has always been to find a viable candidate for Building Official, but as the recruitment was unsuccessful, alternative ideas were explored.

The alternative that was acted upon in September 2017 was an agreement with former Mono County Building Official Tom Perry, who now works as the Town of Mammoth Lake's full-time Building Official, to work eight hours per week for the County (in addition to his serving full time as Town Building Official) for up to 48 weeks per year, and deal specifically with sensitive issues and determinations that require the analysis of a Building Official.

Discussion:

The County contract with Mr. Perry expired on October 1, 2023, and a new one-year contract back-dated to October 2, 2023, is being proposed with no changes except the standard cost-of-living adjustment (COLA) extended to all Mono County employees. Mr. Perry has continued to fulfill his Building Official duties with the County since October 2.

As before, this agreement is similar to other County employee agreements but includes a 30-day termination clause that can be exercised by either party. This will allow the County or Mr. Perry to abandon the agreement should it prove to be unworkable for any reason. This arrangement was developed in consultation with the Town Manager Dan Holler, to assure the arrangement is not negatively impacting Mr. Perry's work for the Town. The Town and County Community Development Directors and Mr. Holler initially met on a regular basis to review the arrangement and discuss any needed adjustments; however, recently meetings have seemed unnecessary as the arrangement appears to be working smoothly.

This is the fourth year this contract arrangement has been in effect and no conflicts or problems have been identified to date.

If you have any questions regarding this item, please contact me at (760) 924-1814 or wsugimura@mono.ca.gov.

Attachment:

1. Resolution approving employment agreement (attached as an exhibit) with Tom Perry



R23-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
EMPLOYMENT AGREEMENT WITH TOM PERRY
PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF SAID EMPLOYMENT**

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement Regarding the Part-Time Employment of Tom Perry, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Tom Perry. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

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1 **PASSED, APPROVED and ADOPTED** this 12th day of December, 2023, by the
2 following vote, to wit:

3 **AYES:**

4 **NOES:**

5 **ABSENT:**

6 **ABSTAIN:**

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10 _____
Rhonda Duggan, Chair
Mono County Board of Supervisors

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12 **ATTEST:**

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APPROVED AS TO FORM:

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Clerk of the Board

**AGREEMENT REGARDING THE PART-TIME
EMPLOYMENT OF TOM PERRY**

This Agreement is entered into this 12th day of December, 2023, by and between Tom Perry and the County of Mono.

I. RECITALS

Tom Perry is currently employed as the Building Official of the Town of Mammoth Lakes and part-time Building Official for Mono County, and formerly was employed full-time as the Mono County Building Official. The County now wishes to retain Mr. Perry on a part-time basis to serve as its Building Official on the terms and conditions set forth in this Agreement and in accordance with the Mono County Building Official Job Description, provided such employment does not unduly conflict with Mr. Perry's responsibilities as the Building Official for the Town. Tom Perry wishes to continue such part-time employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be October 2, 2023, until October 1, 2024, unless earlier terminated by either party in accordance with this Agreement.
2. Commencing on October 2, 2023, Tom Perry shall be employed by Mono County as its part-time Building Official, serving at the will and pleasure of the Community Development Director in accordance with the terms and conditions of this Agreement. Tom Perry accepts such employment. The Community Development Director shall be deemed the "appointing authority" for all purposes with respect to Mr. Perry's employment.
3. Mr. Perry shall be paid \$97.03 per hour and shall work 8 hours per week (on Fridays), up to 48 weeks per year. Mr. Perry shall coordinate with the Community Development Director to determine the 4 weeks in which he will provide no services to the County. In the event of an emergency, and upon mutual written agreement by Mr. Perry and the Community Development Director, Mr. Perry may work additional hours and/or weeks.
4. It is the parties' understanding that a determination has been made by the Public Employees Retirement System (PERS) that Mr. Perry's employment with the County is "overtime" and, as such, that no retirement contribution by the parties related to such employment will be required.
5. As a limited-hour part-time employee, Mr. Perry shall not earn or accrue paid leave time nor be entitled to the general benefits provided by the County to

other management-level employees and described in the County's Management Benefits Policy, except that the County shall provide any compensation or benefits mandated by state or federal law.

6. Tom Perry understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy is expressly contingent on his actual rendering of personal services to the County. Should Mr. Perry cease rendering such services during this Agreement, then he shall cease earning or receiving any additional compensation or benefits until such time as he resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law.
7. The Community Development Director may terminate Tom Perry's employment at-will and without cause upon thirty days' written notice. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Perry understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the Mono County Personnel Rules except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Community Development Director may, in his discretion, take during Mr. Perry's employment.
8. Mr. Perry may resign his employment with the County without cause upon thirty days' written notice. In that event, this Agreement shall automatically terminate concurrently with the effective date of the resignation, unless otherwise mutually agreed to in writing by the parties. Mr. Perry shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
9. This Agreement constitutes the entire agreement of the parties with respect to the employment of Tom Perry.
10. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Tom Perry's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties

intend that Tom Perry's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

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

III. EXECUTION:

This Agreement shall be deemed executed as of December 12, 2023.

TOM PERRY

THE COUNTY OF MONO

By: Rhonda Duggan
Board of Supervisors, Chair

APPROVED AS TO FORM:

STACEY SIMON
County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 12, 2023

Departments: Board of Supervisors

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Stacey Simon, County Counsel

SUBJECT Resolution Declaring December 22,
2023, a County Holiday and Closing
County Offices on that Day

AGENDA DESCRIPTION:

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

Proposed resolution closing County offices on December 22, 2023, and declaring that day a County Holiday.

RECOMMENDED ACTION:

Adopt proposed resolution closing County offices on December 22, 2023, and declaring that day a County Holiday.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 7606483270 / staceytrefry@gmail.com

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

History

Time	Who	Approval
12/6/2023 3:39 PM	County Counsel	Yes
12/6/2023 11:53 AM	Finance	Yes
12/7/2023 9:06 AM	County Administrative Office	Yes



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

BOARD OF SUPERVISORS

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

COUNTY DEPARTMENTS

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

To: Board of Supervisors

From: Sandra Moberly, County Administrative Officer

Date: December 12, 2023

Re: Resolution closing County offices on December 22, 2023, and making that day a County holiday

Strategic Plan Focus Area(s) Met

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

Discussion

In appreciation of the hard work performed by County employees throughout the year, the Board has directed that December 22, 2023, be declared a County holiday and that County offices be closed on that day.

Accordingly, the proposed resolution would close County offices on December 22, 2023, and declare that day to be a County Holiday. The resolution applies to all employees who do not already receive "Holiday Pay" under the terms of their applicable bargaining agreements. Those employees who do receive Holiday Pay (e.g., law enforcement, emergency medical services) are required to work on County Holidays as assigned but receive extra remuneration for that time.

The closure of offices is necessary to enable certain offices (e.g., Treasurer-Tax Collector) to benefit from the holiday, as state law requires those offices to be open absent a declaration of closure by the Board.



R23-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
CLOSING COUNTY OFFICES ON DECEMBER 22, 2023
AND DECLARING THAT DAY A COUNTY HOLIDAY**

WHEREAS, Mono County's employees are the backbone of the services the County provides to its citizens and visitors; and

WHEREAS, the Board of Supervisors wishes to recognize the hard work employees perform every day to (for example): keep our roads open and clear; provide parks, playgrounds and campgrounds; protect children and the elderly; support families in need; preserve the County's scenic and environmental resources; support development and economic activity; investigate and prosecute crimes; protect our citizens and visitors from criminal activity; provide emergency response; prevent and prepare for emergencies; protect animals from abuse, neglect and disease; manage waste; ensure clean drinking water; among many, many other things; and

WHEREAS, in recognition of the hard work performed by County employees every day, and because the County's personnel rules currently do not provide for December 22, 2023, to be a County Holiday, the Board wishes to close County offices on that day and designate December 22, 2023, a one-time County Holiday, thereby providing a day off for the majority of County employees;

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

SECTION ONE: December 22, 2023, is hereby declared a one-time County holiday and Mono County offices shall be closed on that day.

SECTION TWO: Mono County employees who currently receive holiday pay pursuant to the Memorandum of Understanding between the applicable bargaining unit and the County shall not be affected by this Resolution.

PASSED, APPROVED and ADOPTED this 12th day of December, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

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ABSTAIN:

Rhonda Duggan, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 12, 2023

Departments: Elections

TIME REQUIRED 5 minutes

SUBJECT Election Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Queenie Barnard, Clerk-Recorder-
Registrar

AGENDA DESCRIPTION:

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

Update on the March 5, 2024, Presidential Primary Election.

RECOMMENDED ACTION:

None, informational only. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report

History

Time	Who	Approval
12/6/2023 7:54 PM	County Counsel	Yes
12/6/2023 11:54 AM	Finance	Yes
12/7/2023 8:44 AM	County Administrative Office	Yes



**CLERK – RECORDER – REGISTRAR
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF MONO**

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

ClerkRecorder@mono.ca.gov • Elections@mono.ca.gov • BOS@mono.ca.gov

December 12, 2023

To: Honorable Chair and Members of the Board of Supervisors

From: Queenie Barnard, Clerk-Recorder-Registrar

Re: Election Update

Discussion:

The Candidate filing period for the March 5, 2024, Presidential Primary Election is November 13, 2023 through December 8, 2023. If an incumbent does not file by December 8, the filing deadline is extended to December 13.

Below is a list of candidates who have filed for **local offices** as of **December 7, 2023**. If there are any new filings after December 7, an updated list of candidates will be provided at the December 12 Board of Supervisors meeting.

OFFICE TITLE	CURRENT OFFICEHOLDER	CANDIDATE(S) FILED* (Updated 12/6/2023)
Supervisor, District 2	Rhonda Duggan	Loran Kitts Rhonda Duggan (<i>incumbent</i>)
Supervisor, District 3	Bob Gardner	Sarah Walsh
Supervisor, District 4	John Peters	John Peters (<i>incumbent</i>)
Superior Court Judge	Gerald F. Mohun, Jr.	Gerald F. Mohun, Jr. (<i>incumbent</i>)

On the 82nd day before an election (**December 14, 2023**), the Secretary of State will conduct a randomized drawing of letters of the alphabet pursuant to California Elections Code section 13112. The resulting order of letters constitutes the "randomized alphabet" to be used for determining the order of candidates' names on the ballot. This procedure was established by legislation passed in 1975 in response to court rulings declaring that standard alphabetical order or incumbent-first was unconstitutional.

The Elections Office will be providing regular Election Updates as well as presenting a four-part Election Education Series to the Board of Supervisors and public between January-February 2024.

Tentative Schedule:

January 9, 2024: Voter Registration and Primary Election Voting

January 16, 2024: Election Technology, Security, and Observers

February 6, 2024: Voting In Person at a Poll Place vs Voting by Mail

February 20, 2024: Results, Canvass/Certification, Recounts, and Fraud Prevention

Please contact me if you have any questions. Thank you.

Queenie Barnard
Clerk-Recorder-Registrar
760-932-5534
qbarnard@mono.ca.gov



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 12, 2023

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time	Who	Approval
12/4/2023 3:50 PM	County Counsel	Yes
12/4/2023 8:56 AM	Finance	Yes
12/6/2023 10:56 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 12, 2023

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Villanueva v. Mammoth Unified School District, et al. (Case No: 22UCM99).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
12/7/2023 10:54 AM	County Counsel	Yes
12/7/2023 12:54 PM	Finance	Yes
12/7/2023 1:47 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 12, 2023

Departments: CAO, HR, Finance, and County Counsel

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sandra Moberly, County
Administrative Officer

SUBJECT Memorandum of Understanding for
Mono County Public Employees
Bargaining Unit (MCPE)

AGENDA DESCRIPTION:

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

Proposed resolution approving Memorandum of Understanding (MOU) with the International Union of Operating Engineers, Stationary Local 39, AFL-CIO, the Exclusively Recognized Employee Organization representing the Mono County Public Employees (January 1, 2024 - December 31, 2026).

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

The fiscal impact is \$621,000 for 2024, \$1,274,000 for 2025, and \$1,776,000 for 2026, for a total of \$3,671,000 during the 3-year term. The average compensation cost increase is 6.82%.

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
Memorandum of Understanding 2023 - 2025

History

Time

Who

Approval

12/7/2023 3:53 PM

County Counsel

Yes

12/7/2023 4:19 PM

Finance

Yes

12/8/2023 8:29 AM

County Administrative Office

Yes



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

December 12, 2023

To: Mono County Board of Supervisors

From: Mary Booher, Special Projects

RE: Ratification of Memorandum of Understanding (MOU) with the Mono County Public Employees (MCPE)

BOARD OF SUPERVISORS

CHAIR
 Rhonda Duggan / District 2

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

COUNTY DEPARTMENTS

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

Strategic Plan Focus Areas Met

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

As part of the County's obligations under the Meyers-Milias-Brown Act (sections 3500 et seq. of the Government Code), the County has been negotiating a successor MOU with MCPE since October 2023. The previous MOU will expire on December 31, 2023. Tentative Agreement was reached on November 27, and on December 11, MCPE will hold ratification meetings. Staff are presenting the proposed agreement for Board approval.

This agreement reflects the County's commitment to providing Mono County employees with fair compensation, while striving for consistency across bargaining units, when possible, to ensure administrative efficiency. If approved by the Board, this agreement becomes effective January 1, 2024, with the salary increases beginning with the pay period ending December 23, 2023, which results in no retroactive payments to the members, consistent with Board direction for administrative efficiency.

	12/10/2023	1/1/2025	1/1/2026
Equity Adjustment	4%	0%	0%
Cost of Living Adjustment	3%	3%	3%
Total Adjustment	7%	3%	3%

TERMS OF AGREEMENT:

Compensation:

PENSION: Classic employees are responsible for an additional 3% of Normal Costs (increasing from 9% to 11%) effective first full pay period in January 2024.

HOLIDAYS: Effective 2024, Juneteenth is a County Holiday and Christmas Eve will be a County holiday, regardless of the day on which it falls.

DEFERRED COMPENSATION: Effective no later than January 1, 2025, the County will increase the County's 401a match from 3% to 5% and remove the vesting schedule.

ON-CALL PAY: The new agreement calls for increasing the on-call pay rate from \$3 per hour to \$4 and evaluate the market rate of this benefit when the County next performs a compensation survey (discussed below).

Certain positions in MCPE are recognized as being below or nearing existing and anticipated minimum wage requirements. The new MOU requires new higher ranges for the positions listed in Appendix A.

Additionally, the County agrees to perform a compensation survey during the coming year and implement its results by January 1, 2025.



R23-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING AND APPROVING
A MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY AND THE INTERNATIONAL UNION OF OPERATING
ENGINEERS, STATIONARY LOCAL 39, AFL-CIO EXCLUSIVELY REPRESENTING
THE MONO COUNTY PUBLIC EMPLOYEES (MCPE)**

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

WHEREAS, the County is required by the Meyers-Milias-Brown Act (sections 3500 et seq. of the Government Code) to meet and confer with recognized employee organizations before changing the terms and conditions of employment applicable to the employee classifications represented by those organizations; and

WHEREAS, County representatives and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO, which is the exclusively recognized employee organization representing the employee bargaining unit known as the Mono County Public Employees (MCPE) (the “Union”) met, conferred, and reached mutually-acceptable terms for a proposed Memorandum of Understanding (MOU), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference;

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

SECTION ONE: The proposed Memorandum of Understanding between the County of Mono and the Union, a copy of which is attached hereto as Exhibit A – effective for the period of January 1, 2024 through December 31, 2026 – is hereby ratified, adopted and approved.

SECTION TWO: The terms and conditions of employment set forth in the MOU are hereby prescribed for the employees whose classifications are included in the Union’s bargaining unit.

PASSED, APPROVED and ADOPTED this 12th day of December, 2023, by the following vote, to wit:

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

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Rhonda Duggan, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

January 1, 2024 –
December 31, 2026

Memorandum of Understanding
between
COUNTY OF MONO
and
INTERNATIONAL UNION OF
OPERATING ENGINEERS,
STATIONARY LOCAL 39, AFL-CIO
exclusively recognized employee organization
representing the
MONO COUNTY PUBLIC
EMPLOYEES (MCPE)



COUNTY OF MONO

And

IUOE, Local 39 on behalf of MONO COUNTY PUBLIC EMPLOYEES

Table of Contents

ARTICLE 1. PARTIES, DEFINITIONS AND PURPOSE.....	4
ARTICLE 2. TERM AND RENEGOTIATION.....	6
ARTICLE 3. RECOGNITION	7
ARTICLE 4. UNION RIGHTS.....	7
ARTICLE 5. EMPLOYEE RIGHTS	7
ARTICLE 6. HEALTH INSURANCE AND DISABILITY INSURANCE	10
ARTICLE 7. DENTAL CARE PLAN	11
ARTICLE 8. VISION CARE PLAN.....	11
ARTICLE 9. CAFETERIA PLAN	11
ARTICLE 10. 401(a) PLAN	12
ARTICLE 11. BENEFITS AFTER RETIREMENT.....	14
ARTICLE 12. VACATION ACCRUAL AND ACCUMULATION.....	15
ARTICLE 13. SICK LEAVE.....	16
ARTICLE 14. LONGEVITY COMPENSATION	16
ARTICLE 15. ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY	17
ARTICLE 16. RELEASE TIME	17
ARTICLE 17. SHIFT DIFFERENTIAL PAY	18
ARTICLE 18. WORKSITE SAFETY.....	18
ARTICLE 19. UNIFORMS.....	20
ARTICLE 20. CALL BACK - ON-CALL	21
ARTICLE 21. OVERTIME AND COMPENSATORY TIME OFF	22

ARTICLE 22. MERIT LEAVE	23
ARTICLE 23. TRANSFERS AND PROMOTIONS FOR PUBLIC WORKS MAINTENANCE EMPLOYEES	24
ARTICLE 24. PHYSICAL EXAMINATIONS FOR REQUIRED DRIVERS' LICENSING.....	24
ARTICLE 25. PERS RETIREMENT BENEFITS AND CONTRIBUTIONS.....	25
ARTICLE 26. WAGES AND SALARY SCHEDULE	26
ARTICLE 27. HOLIDAY PAY	26
ARTICLE 28. BILINGUAL PAY.....	28
ARTICLE 29. EDUCATION INCENTIVE PROGRAM	28
ARTICLE 30. EDUCATIONAL LOAN PROGRAM	29
ARTICLE 31. MEMBERSHIP DUES.....	29
ARTICLE 32. CONFIDENTIAL EMPLOYEES	29
ARTICLE 33. MISCELLANEOUS PROVISIONS.....	30
ARTICLE 34. NO-LOCKOUT AND NO-STRIKE CLAUSE.....	31
ARTICLE 35. NON-DISCRIMINATION	31
ARTICLE 36. MANAGEMENT RIGHTS.....	32
ARTICLE 37. PERSONNEL RULE REVISIONS.....	33
EXECUTION.....	34

ARTICLE 1. PARTIES, DEFINITIONS AND PURPOSE

A. Parties

The parties to this Memorandum of Understanding (MOU) are the County of Mono, acting by and through the Mono County Board of Supervisors; and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO, which is the exclusively recognized employee organization representing the employee bargaining unit known as the Mono County Public Employees (MCPE).

B. Definitions

The terms used in this MOU shall have the following definitions unless the terms are otherwise defined in specific MOU Articles:

- (1) "Base Rate of Pay" means the Employee's current step hourly rate of pay as identified in Appendix A ("Salary Matrix"), attached hereto and incorporated by this reference.
- (2) "Call Back" occurs when an Employee is called into work at a time other than his or her regularly-scheduled work shift or as an extended shift, and is address in subsection A of Article 20.
- (3) "Call Out" occurs when an Employee who is On Call is required to perform work within the Call Out assignment as described in Subsection B of Article 20.
- (4) "Confidential Employees" means those Mono County employees described in Article 32.
- (5) "County" means the County of Mono, California.
- (6) "Employees" means those Mono county employees whose job classifications are included in the MCPE bargaining unit and who are not "temporary employees" as that term is defined in the Mono County Personnel Rules Section 050 (56) or "Management Employees" as defined in paragraph (10) of this subsection. All employees are covered by the terms of this MOU.
- (7) "Extended Shift" means that period of time during which an Employee remains working beyond their normally scheduled shift, at the direction of their supervisor or Department Head.

- (8) “FLSA-Exempt Employees” means those Employees whose employment is exempt from the payment of overtime under the Federal Labor Standards Act (FLSA) and any applicable state law.
- (9) “Formal Investigation” means any investigation ordered or authorized by the County Administrative Officer or the Board of Supervisors as a result of specific, written charges or complaints filed by any person against an Employee. The term also refers to any investigation, however conducted or authorized, that would trigger, if the County were covered by the NRLA, the rights accorded by National Labor Relations Board v. J. Weingarten, Inc., 420 U.S. 251 (1975), or any subsequent case law or statutes. The term does not refer to County investigations of workers compensation claims or investigations of illegal activities conducted in the ordinary course of business by the Mono County Sheriff’s Department, the District Attorney’s office, or by any other state, federal or local law enforcement agency.
- (10) “Management Employee” means any department head or assistant/deputy department head, and also the following at-will management-level or professional employees: Human Resource Director, Risk Manager, Animal Control Program Coordinator, Building Official, Associate Engineer, District Attorney Chief Investigator, Public Works Project Manager, Behavioral Health Program Manager, Behavioral Health Program Chief, Health Office, Psychiatrist, and any other position mutually agreed upon by Union and County as falling under this definition.
- (11) “Mono County Public Employees (MCPE)” means the recognized bargaining unit consisting of Employees described in paragraph (6) of this subsection.
- (12) “MOU” means this Memorandum of Understanding between Union and County.
- (13) “On Call” means that period of time when an Employee is assigned to be available for duty. During that period, the Employee has free use of his or her time with the exception of being required to be available for duty by telephone or two-way radio during the entire period of the On Call assignment. On Call is further addressed in subsection B of Article 20.
- (14) “Post-Retirement Health Beneficiary” or “PRHB” means a retired Employee for purposes of Article 11 of this MOU, who has not opted to participate in the County’s Section 401(a) Plan and who meets one of the following criteria:
- Was hired between July 2, 1987 and January 1, 1996, was age fifty (50) or older, held permanent employment status on the date of retirement and had accrued at least fifteen (15) years continuous service immediately preceding retirement, or

- Was hired between January 2, 1996 and January 1, 2002 was age fifty-five (55) or older, held permanent employment status on the date of retirement and had accrued at least twenty (20) years continuous service immediately preceding retirement.
- (15) “Retiree” means a former Employee who is a retired annuitant from Mono County under applicable PERS law, but who is not a Post-Retirement Health Beneficiary as defined in this MOU.
- (16) “Supervisory Employee” means any individual having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other Employees or responsibility to direct them, to adjust their grievances or effectively to recommend such action, if in connection with the foregoing, the exercise of such authority is not of a merely routing or clerical nature, but requires the use of independent judgment. The exercise of such authority shall not be deemed to place the Employee in Supervisory Employee status unless the exercise of such authority occupies a significant portion of the Employee's workday. Nothing in this definition shall be construed to mean that an Employee who has been given incidental administrative duties shall be classified as a Supervisory Employee.
- (17) “Union” mean the International Union of Operating Engineers, Stationary Local 39, AFL-CIO, the exclusively recognized employee organization representing the employee bargaining unit (or “representation unit”) known as Mono County Public Employees (MCPE), which is defined above.

C. Purposes

The purposes of this MOU are to promote and provide for continuity of operations and employment through harmonious relations, cooperation and understanding between County and the employees covered by this MOU; to provide an established, orderly and fair means of resolving misunderstandings or differences which may arise from the provisions of this MOUL and to set forth the understanding reached by the parties as a result of good faith negotiations.

ARTICLE 2. TERM AND RENEGOTIATION

This MOU shall be in effect from January 1, 2024, and shall remain in full force and effect through 12:00 midnight on December 31, 2026.

ARTICLE 3. RECOGNITION

County reaffirms its previous recognition of the Union as the exclusively recognized employee organization representing the MCPE bargaining unit, who is legally authorized to negotiate and execute this MOU on behalf of the Employees.

ARTICLE 4. UNION RIGHTS

- A. County recognizes all legal rights of all Employees covered by this MOU, including the rights to join and participate in the activities of the Union and to exercise all rights expressly and implicitly described in Section 3500 et seq. of the California Government Code; known as Meyers-Milias-Brown Act (“MMBA”). County shall not intimidate, restrain, coerce, or discriminate against any covered employee because of the exercise of any such rights.
- B. One (1) Union representative and each new Employee shall have the right to thirty (30) minutes paid release time to orient new Employee regarding the MOU and the role of the Union.
- C. County shall allow Union to send nonconfidential, official notices to its members through the County’s email system.

ARTICLE 5. EMPLOYEE RIGHTS

- A. Employees covered by this MOU shall have and enjoy all rights and benefits conferred by the MMBA, by other applicable state and federal laws and by this MOU.
- B. Employees shall have the right to join and participate in the activities of the Union, or to not join and not participate in the activities of the Union, and to be free from unlawful coercion, pressure or influence regarding their decision.
- C. Employees shall have the right to review and to obtain copies from their Master Personnel File and any official departmental personnel file (except supervisors’ working files, records of employment or promotion application and legal or medical files which shall be maintained apart from the Personnel files). County will schedule the Employee’s review, and shall be permitted adequate time to make copies for the Employee (if requested),

depending on available staff. Employees may provide written authorization for any other individual to review and obtain copies from the Employee's Personnel File(s).

D. In addition to any requirements imposed on County by the Court's decision in National Labor Relations Board v. J. Weingarten, Inc., 420 U.S. 251 (1975), or any subsequent case law or statutes, County (through its duly appointed investigator) will conduct Formal Investigations (as defined in this MOU) that involve Employees in the following manner:

(1) County will actually notify Employee at least 24 hours prior to interviewing that Employee. County will use its best efforts to provide such notice in writing. The notice shall include the time and place of the interview and its estimated duration. The notice shall also describe the general nature of the investigation and the general area in which questions will be asked, except to the extent that such information would: invade the personal privacy of any person; require the disclosure of confidential or privileged information or any evidence already gathered in the investigation; or potentially expose the County to liability.

(2) Any Employee to be interviewed may have a representative of the Union (a Chief Steward or a representative of the Union) present during any questioning to ensure that the Employee's rights under this MOU or any applicable personnel laws or regulations are not being violated. The representative may object before, during, or after the interview to any perceived violations of such rights. No rules of evidence shall apply to interviews; therefore neither the representative nor the Employee may raise an evidentiary objection (e.g. "irrelevant," "speculative," "hearsay," etc.) to any question or refuse to answer a question on such a basis. Further, the representative shall not instruct or otherwise counsel an Employee – either before or during an interview – on how or whether to answer any specific or type of questions.

If the Employee is a peace officer, all rights under Government Code Section 3300 et. Seq., (the Public Safety Officers Procedural Bill of Rights) shall be granted.

(3) If the Employee desires to have a representative present, he or she shall immediately advise the County orally or in writing. Failure to notify the County prior to the time scheduled for the interview shall constitute a waiver of the right to have a representative present. If notice is timely given to the County, the County shall postpone the interview up to 48 hours in order to allow the Employee time to arrange for a representative to be present. Unless disqualified under paragraph 5 below, any business representative of Union or a Chief Steward shall be deemed an adequate representative of the Union.

- (4) In addition to a Union representative, the Employee being interviewed may have an observer of his or her choice present during the interview unless the desired observer is disqualified under paragraph 5 below. The observer shall merely observe the interview and may not raise objections to the interview or questioning on any ground. The observer shall not instruct or otherwise counsel an Employee – either before or during an interview – on how or whether to answer any questions asked during the interview.
- (5) The following persons are disqualified from acting as a representative or an observer during the interview: a person whose accusation or complaint triggered the investigation; a person who is the subject of the investigation; a reporter or agent of a newspaper, television or radio station, or other mass-communication medium; a person whom the County has already interviewed as part of the investigation; a person whom the County intends to interview as part of the investigation; a person who is unwilling to abide by the terms of this Article, whether or not such person is a member of the Union; a person who is involved in conducting the investigation; or a person who will ultimately act as a decision-maker with respect to any disciplinary action that might result from the investigation.
- (6) During the interview, County may compel Employees to answer questions within the scope of their employment. Employees have a mandatory duty to answer such questions fully and truthfully. Knowing failure by an Employee to answer questions fully or truthfully while being interviewed is a serious offense and grounds for termination or other discipline. County may remind Employees of such facts during an interview and may, before questioning, require Employees to swear or affirm under penalty of perjury that they will answer questions fully and truthfully. In no event shall failure by the County to provide such a reminder or require such an oath or affirmation waive County's ability to later pursue discipline if the circumstances so warrant.
- (7) The County may take notes or record an interview through audio, video or any other medium. No other person present during the interview shall have the right to record the interview, but any person present may take notes. Any notes or recordings made during the interview shall remain confidential in accordance with paragraph 8 below, except that any person present during the interview may request access to the County's recording (but no notes taken), and County shall have at least 48 hours to arrange for such access. Additionally, after the investigation and any subsequent disciplinary action is completed (but not before), such persons may request a copy of any recordings made by County and County shall have at least 10 working days to provide it. Any access or copies shall be provided at the requesting party's own time and expense, except that a copy of any recording made by County or already existing

transcript thereof shall be provided free of charge to a requesting party who is appealing a disciplinary action brought against that person by county as a result of the investigation in which the recording was made.

- (8) The questions asked and the answers given during any interview are strictly confidential. During the pendency of the investigation, no person present during an interview, including the Employee interviewed, shall reveal or discuss the contents of such questions or answers with anyone who could potentially be a witness in the matter with the exception of the investigator, Human Resources, and union representative. Such confidentiality in the interview contents is not intended to prevent engagement in protected activity under the Meyers-Miliias-Brown Act. Intentional disclosure of such information by any County employee present during an interview, or an attempt by any employee to solicit such information from a person present during an interview, is a serious offense and an appropriate ground for termination or other discipline.

County may remind and instruct persons present at an interview of such facts and may bar from the interview any person who is not willing to abide by these terms. In no event shall failure by County to provide a reminder or instruction waive County's ability to later pursue discipline if the circumstances warrant it or to seek judicial relief with respect to an actual or threatened disclosure of confidential information in violation of this paragraph.

ARTICLE 6. HEALTH INSURANCE AND DISABILITY INSURANCE

A. Health Insurance

Each Employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 7 and 8.

The County contracts with CalPERS medical insurance for all Employees. The County shall continue to pay only the statutory amount prescribed in Government Code section 22892 per Employee per month for medical insurance.

B. Disability Insurance

County shall enroll Employees in the State Disability Insurance (SDI) program at County expense. When an Employee has filed a disability claim and is receiving disability benefits pursuant to the SDI program, County shall continue paying:

- (1) Monthly contributions into the Cafeteria Plan based on the Employee's applicable tier (See Article 9); and
- (2) The medical portion of Social Security.

ARTICLE 7. DENTAL CARE PLAN

County shall provide all Employees and their dependents with the County dental plan. The current County dental plan shall be the minimum base coverage.

ARTICLE 8. VISION CARE PLAN

The County shall provide all Employees and their dependents a vision care plan. The current vision care Plan C shall be the minimum base coverage.

ARTICLE 9. CAFETERIA PLAN

- A. Except as provided in Paragraph C, for Employees enrolled in PERS Gold medical coverage, the County will contribute into the Cafeteria Plan an amount equal to ninety five percent (95%) of the PERS Gold health insurance premium then in effect for the coverage tier in which the Employee is enrolled (i.e. single, two-party or family) minus the statutory amount prescribed by Government Code section 22897, which the County shall pay directly to PERS.
- B. Except as provided in Paragraph C, for Employees enrolled in any PERS medical coverage other than PERS Gold, the County will contribute into the Cafeteria Plan an amount equal to eighty percent (80%) of the PERS Platinum health insurance premium then in effect for the coverage tier in which the Employee is enrolled (i.e. single, two-party or family) minus the statutory amount prescribed by Government Code section 22897, which the County shall pay directly to PERS.
- C. Part-Time Employees: The County will contribute into the Cafeteria Plan on behalf of any part-time Employee hired after September 1, 2011, who is enrolled in CalPERS medical insurance, one of the reduced percentages of the amount described in subsections II A or B above (as applicable) for the coverage tier in which the Employee is enrolled, minus the statutory amount prescribed by Government Code section 22897, which the County shall pay directly to PERS.

Less than .5 FTE:	0% (No County contribution)
.5 - .74 FTE:	50%
.75 FTE - .89 FTE:	75%

D. The County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the Employee authorizing a payroll deduction for the remainder of the total premium.

ARTICLE 10. 401(a) PLAN

A. Eligibility

Employees hired on or after January 1, 2002, are not eligible to earn or receive post-retirement health benefits provided by Article 11, but are instead eligible to receive County contributions into an Internal Revenue Code Section 401(a) Plan ("401(a) Plan") established by the County, as described below. Any Employee hired prior to January 1, 2002, may also elect to receive County contributions into a 401(a) Plan under this Article, if he or she waives and relinquishes any present or future rights to receive post-retirement health benefits provided by Article 11.

B. County Contribution

County shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. County shall continue to contribution into the Section 401(a) Plan an amount on behalf of each Employee electing to participate in this Article equal to the amount contributed by that Employee from his or her own pre-tax salary into one of the County's section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to Employee contributions), but not to exceed three percent (3%) of the Employee's pre-tax salary. Accordingly, if an Employee contributed a total of one to three percent (1-3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the Employee's 457 contribution; if an Employee contributed more than three percent (3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) Plan contribution would three percent (3%) (and not more) of the Employee's pre-tax salary and would not fully match the Employee's 457 contribution. The Employee may direct the investment of said contributions in accordance with the options or limitations provided in the 401(a) Plan. The Employee's ability to withdraw (i.e. his or her entitlement to) the County's contributions into the 401(a) Plan is set forth in the following vesting schedule.

C. Vesting Schedule

<u>Years of Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0%
1 year plus 1 day to 2 years	10%
2 years plus 1 day to 3 years	20%
3 years plus 1 day to 4 years	40%
4 years plus 1 day to 5 years	60%
5 years plus 1 day but less than 6 years	80%
6 years	100%

D. County Contribution (By January 1, 2025)

Upon implementation by the County and by no later than January 1, 2025, the following shall take effect, and shall thereupon supersede and replace the above subsections B and C.

County shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. County shall continue to contribution into the Section 401(a) Plan an amount on behalf of each Employee electing to participate in this Article equal to the amount contributed by that Employee from his or her own pre-tax salary into one of the County's section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to Employee contributions), but not to exceed five percent (5%) of the Employee's pre-tax salary. Accordingly, if an Employee contributed a total of one to five percent (1-5%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the Employee's 457 contribution; if an Employee contributed more than five percent (5%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) Plan contribution would be five percent (5%) (and not more) of the Employee's pre-tax salary and would not fully match the Employee's 457 contribution. The Employee may direct the investment of said contributions in accordance with the options or limitations provided in the 401(a) Plan.

E. Legal Requirements

Notwithstanding the foregoing, Employees' options for withdrawing, "rolling over," and otherwise using 401(a) Plan money – and the tax consequences of such withdrawals and use – shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and all other applicable laws.

ARTICLE 11. BENEFITS AFTER RETIREMENT

A. Retirees

Retirees who enroll in CalPERS medical insurance shall receive the statutory amount prescribed by Government Code section 22892 per month, which shall be paid directly by the County to PERS.

B. Post-Retirement Health Beneficiaries

(1) **Medical:** Post-Retirement Health Beneficiaries (PRHB) who enroll in CalPERS medical insurance are eligible for a flexible credit allowance under the County's Section 125 Cafeteria Plan (see Article 9) towards the cost of health insurance for the PRHB and one dependent. The amount of the flexible credit allowance shall be equal to the monthly amount of the PERS Platinum premium based on the residency and coverage tier (PRHB or PRHB and one dependent) in which the PRHB is enrolled minus the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS and minus the monthly amount that the PRHB would have been required to contribute toward medical insurance as an Employee on December 31, 2020, based on the PRHB's coverage tier (i.e. PRHB or PRHB and one dependent). In other words, regardless of the contribution made on the Employee's behalf immediately prior to retirement, the PRHB shall, upon retirement, be required only to contribute that amount described in Article 9, paragraph 1 of this MOU towards the cost of post-retirement health insurance for the PRHB and up to one dependent. Further, in the event the Employee does not retire prior to the expiration of this MOU, the County and Employee shall enter into a side letter or other agreement confirming that the Employee's contribution shall, upon retirement, be only the amount described in Article 9, paragraph 1 for the Employee and up to one dependent.

(2) **Medicare Enrollment:** As required by PERS law, PRHBs must enroll in Medicare upon becoming eligible and shall thereafter receive a flexible credit allowance paid through the County's Cafeteria Plan equal to the monthly amount of the PERS Platinum Medical Supplement, or the PERS supplement in which the PRHB is enrolled, whichever is less, based on their residency and coverage tier, minus the statutory amount prescribed by Government Code section 22892 which shall be paid by the County directly to PERS.

(3) **Dental and Vision:** Post-Retirement Health Beneficiaries and one dependent (as defined in the dental and vision care insurance policies) shall be provided the same dental and vision benefits provided to Employees under Articles 7 and 8.

ARTICLE 12. VACATION ACCRUAL AND ACCUMULATION

A. Accrual

In accordance with the Mono County Personnel Rules Section 260, Employees shall accrue vacation as follows:

Initial Employment	10 days' vacation per year
After 3 years' service	15 days' vacation per year
After 10 years' service	17 days' vacation per year
After 15 years' service	19 days' vacation per year
After 20 years' service	20 days' vacation per year

B. Compensation

Employees who have accumulated a minimum of eight (80) vacation hours may, upon written request, be compensated for up to a maximum of forty (40) hours of accrued vacation leave per calendar year, instead of taking that vacation time off.

C. Maximum Accumulation

Effective upon approval of this MOU, the maximum number of vacation leave hours that may be accumulated by any Employee is four hundred (400) ("Accumulation Cap"). If an Employee's accrued vacation leave hours exceed 400 at any time, then vacation accrual ceases until accrued vacation hours are at or below 400 hours.

D. Cash-out for Business Necessity

Notwithstanding paragraph C of this Article, if an Employee has made every reasonable effort to use his or her vacation leave throughout the year or so as to avoid reaching the Accumulation Cap, but is not able to do so due to unexpected personnel needs or safety-related requirements of his or her Department, and such inability was contemporaneously documented in writing, then the Employee may request to be compensated by the County for the additional number of hours needed to bring his or her vacation accrual back down to the Accumulation Cap. Such request shall be supported by contemporaneous written verification of Employee requests to use vacation time, and supervisorial denials of such requests, and approved or disapproved by the County Administrative Officer.

ARTICLE 13. SICK LEAVE

A. Accrual

Employees shall accrue eight (8) hours of sick leave per month of full-time service for each month of service, to a maximum accrual of one hundred twenty (120) sick leave days (i.e., 960 hours). Employees may elect to use accrued leaves after sick leave or workers' compensation is exhausted.

B. Compensation for Accrued Sick Leave

Employees may be compensated for a maximum of one hundred twenty (120) sick leave days (i.e., 960 hours) upon separation from Mono County as follows:

- (1) If the Employee has worked for the County for less than five (5) years, no compensation shall be paid for accrued sick leave.
- (2) If the Employee has worked for the County more than five (5) years but less than ten (10) years, then the Employee shall be paid seventy-five percent (75%) of the dollar value of the accrued sick leave.
- (3) If the Employee has worked for the County more than ten (10) years, then the Employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave.
- (4) If the Employee is terminated by reason of layoff, then the Employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave.
- (5) The dollar value of the Employee's accrued sick leave shall be based upon the Employee's Base Rate of Pay on the date of separation.

ARTICLE 14. LONGEVITY COMPENSATION

Commencing on the first day of the month following the date of completion of twelve (12) years of continuous service, Employees hired before August 1, 2011, shall receive additional compensation of six-and-one-half percent (6.5%) of their Base Rate of Pay. No further longevity increases shall be received for additional years of service, nor shall the amount increase above 6.5%. Employees hired on or after August 1, 2011, will not be eligible to receive longevity compensation at any future date.

ARTICLE 15. ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY

- A. If an Employee assumes the primary responsibilities normally expected of a position entailing greater responsibility than his or her presently assigned position, that Employee shall receive a ten percent (10%) increase in pay, or the same rate of pay due the "A" step of the higher classification, whichever is higher, commencing the second day the Employee carries out the primary responsibilities of the higher classification duties.
- B. This Article applies only when all the following conditions occur:
 - (1) The Employee receives written direction to assume the higher responsibilities by the Employee's Department Head or by a person so authorized by the Department Head.
 - (2) The assumption of duties entailing greater responsibility occurs for a period of at least two (2) consecutive work days.
 - (3) The position assumed has a job description in the most recent job classification and salary survey adopted by the County Board of Supervisors.
- C. If a qualifying higher level assignment has been made but written direction was not properly issued, the Employee is still entitled to the compensation provided in this Article but only if brought to the Department Head's attention within six (6) months of the end of the assignment.
- D. Pursuant to Government Code section 20480, no Employee may assume the duties of a vacant position entailing greater responsibility for more than 960 hours in any fiscal year.

ARTICLE 16. RELEASE TIME

- A. Chief Stewards shall have reasonable time off with pay for Union matters (not to exceed a total of eight (8) persons). Chief Stewards shall provide management two (2) weeks' notice prior to taking time off.
- B. Union members may attend three (3) Union membership meetings per year during working hours without loss of pay provided:
 - (1) Attendance is verified by signature roster prepared and certified by the Union, a copy of which shall be supplied to the County upon request.

- (2) Attendance during working hours without loss of pay will be limited to two (2) hours per meeting.
- (3) The Employee's absence from work will not result in the lack of minimum coverage of office functions in the Employee's office as determined by the Employee's Department Head.

ARTICLE 17. SHIFT DIFFERENTIAL PAY

A. Evening Shift

Employees working evening shift (5:00 pm. — 12:00 a.m.) shall receive a pay differential of five percent (5%) of their Base Rate of Pay. Any Employee who works overtime in continuation of the evening shift shall continue to receive shift differential pay for each hour of overtime worked.

B. Graveyard Shift

Employees working graveyard shift (12:00 a.m. — 7:00 a.m.) shall receive a pay differential of seven and one-half percent (7.5%) of the Base Rate of Pay. Any Employee who works overtime in continuation of the graveyard shift shall continue to receive shift differential pay for each hour of overtime worked.

C. Eligibility

To be eligible for shift differential pay, the Employee must work a minimum of four hours within the appropriate shift and will receive shift differential pay for all hours worked if the majority of hours occur between 5:00 p.m. and 7:00 a.m. Employees who request (and are approved) to work outside of their normally scheduled shift are not entitled to shift differential pay. If the County plans to modify a shift for an existing Employee receiving shift differential pay and thereby eliminate the shift differential pay for that Employee, the County shall provide a report to Union prior to the action, explaining why the shift is being modified.

ARTICLE 18. WORKSITE SAFETY

A. Safety and Weather Protection Equipment

(1) County shall provide new or otherwise serviceable and adequate protective safety and weather protection equipment to Employees requiring such equipment for health and safety purposes. Department Heads shall purchase or replace the following minimum issue of such equipment:

- (a) Polarized sunglasses;
- (b) Regular and heavy-duty cold weather gloves;
- (c) Rain jacket with hood;
- (d) Rain pants;
- (e) Waders;
- (f) Jacket with hood (Twin Peaks or equivalent);
- (g) Vests (Twin Peaks or equivalent);
- (h) Warm-up pants (Wearguard or equivalent);
- (i) Cold weather work boots (see below);
- (j) Warm weather work boots (see below);
- (k) Extra boot liners

(2) Work boots shall be provided as described by this paragraph. County shall continue to select and provide suitable cold-weather work boots for Employees requiring them. Employees requiring warm weather work boots will be reimbursed a maximum of two hundred twenty-five dollars (\$225) per fiscal year to purchase warm weather work boots when all of the following conditions are met: County determines that an Employee's existing warm weather boots need replacement; County receives proof of purchase by Employee (on his or her own time) of suitable warm weather work boots; and Employee turns in and otherwise relinquishes his or her former warm weather work boots to County. Alternatively, Employees requiring warm weather work boots may request, and the County shall provide, a store credit of two hundred twenty-five dollars (\$225) per fiscal year to purchase warm weather work boots when County determines that an Employee's existing warm weather boots need replacement. Employees utilizing such store credit shall promptly thereafter relinquish their former warm weather work boots to County. County may allow an Employee to utilize their former work boots for duties and assignments that may cause damage to their newer work boots, such as slurry and crack sealing. Any work boots purchased pursuant to this paragraph shall be pre-approved by County for safety specifications. Any disputes regarding which Employees need work boots for health and safety purposes shall be submitted to the County Administrative Officer, whose decision shall be final. As with any other safety equipment provided by County, boots purchased pursuant to this paragraph shall be worn by Employee at all times while Employee is on the job or, as applicable, as otherwise set forth in the 2019 Public Works Protective Footwear Policy, as same may be amended from time to time and mutually approved by Union and County.

(3) Safety and weather protection equipment shall remain the property of County and shall be properly inventoried. Employees shall return assigned equipment upon termination from County employment. Safety and weather protection equipment shall be issued only to those Employees required to work under conditions requiring a particular item of such equipment. Previously issued equipment shall

be returned by Employees prior to the assignment of replacement equipment. Employees are responsible for the care and maintenance of all issued safety equipment and for the cost of replacing lost equipment.

B. Worksite Inspection

County shall provide reasonable safety programs and annual onsite safety inspections in order to assure safe worksites for Employees. Department Heads are responsible for scheduling the safety programs and annual on-site worksite inspections. Employees may file written complaints relating to worksite safety with the relevant Department Heads and copies shall be transmitted to Union. If a complaint is not resolved at the Department Head level, an appeal shall be heard by the Worksite Safety Committee, which shall work with the Employee(s), Department Head, supervisor(s) and other Union and management representatives to resolve the matter.

The Worksite Safety Committee will be established as a standing Committee, but will meet as the need arises, and will consist of County's designated risk manager, one (1) other manager designated by County and two (2) representatives designated by Union.

ARTICLE 19. UNIFORMS

- A. Public Works mechanics and its road, facilities, custodial and landfill Employees shall be supplied with uniforms, and coveralls as determined by County to be necessary, which County shall launder. County shall be responsible for any repairs or replacements of uniforms supplied to Public Works Employees that County deems necessary. County and Union will meet and confer regarding any change to the specific number of uniforms and coveralls to be provided to Public Works Employees.
- B. Animal Control Employees will be provided with an annual uniform allowance of four hundred dollars (\$400) and will assume full responsibility for purchasing and repairing or replacing their uniforms as necessary. In no event will the County be required to pay more than the annual allowance amount toward an Employee's actual uniform expense. The allowance will be paid every July 1st. Allowance payments will be included and combined with regular paychecks. Uniform allowances are taxable compensation and the County will withhold taxes accordingly. Uniform allowances are not reportable compensation to CalPERS.

ARTICLE 20. CALL BACK – ON-CALL

[Note: Not applicable to FLSA-exempt employees]

A. Call Back

- (1) An Employee who is called in to work at any time other than his or her normal work shift shall be paid for a minimum of two (2) hours of overtime. If the duration of the call back exceeds two (2) hours, the Employee will be paid at the overtime rate for actual time worked. The provisions of this Article do not apply to extended shifts.

- (2) If the Call Back occurs during evening, graveyard, or relief shift, the Employee shall receive the applicable shift differential pay for hours of the Call Back actually worked during those shifts.

B. On-Call

- (1) On Call status shall be assigned by the Department Head or designee and paid at the rate of four dollars (\$4.00) per hour during the on-call period. No On-Call period shall be less than twelve (12) hours in duration. Employees shall receive at least four (4) hours advance notice prior to being placed on call and prior to being taken off On Call status. Employees on vacation or any other form of leave are not eligible to be placed On Call. In no event is an Employee entitled to be placed On Call; rather, such assignments are exclusively in the Department Head's discretion.

The County will include on-call pay as part of the compensation study referenced below in Article 26(A) for implementation in the first full pay period of January 2025.

- (2) A two (2) hour minimum shall be paid at the overtime rate to an Employee called out while assigned to On Call duty. An Employee is called out when the Employee is required to perform any work within the call out assignment, including telephone counseling or other County business conducted by telephone, which does not require the Employee to leave the Employee's residence or location at the time the Employee is called out. If the Employee is called out more than one time during the initial two-hour period, any work performed during the initial two-hour period shall be considered to be within the initial two-hour period and no additional compensation shall be owed.

- (3) No Employee, unless mutually agreed to, shall have the hours of his or her normally scheduled shift reduced as a result of a Call Out.

ARTICLE 21. OVERTIME AND COMPENSATORY TIME OFF

[Note: Not applicable to FLSA-exempt employees]

A. Calculation of Overtime

Employees shall be paid overtime in accordance with Fair Labor Standards Act (FLSA) requirements for time actually worked in excess of forty (40) hours per week. Notwithstanding any contrary provision of the County Code or Personnel Rules, use of any form of leave or compensatory time off ("CTO") during a work week shall not be counted as hours actually worked for purposes of determining if an Employee has worked more than 40 hours that week and therefore earned overtime (consistent with FLSA). Any Employee who actually worked in excess of 40 hours in a workweek may, at their option, be credited back any CTO or leave time they utilized during that workweek prior to knowing that they would actually work more than 40 hours that work week. (note: if an Employee does not opt for such a credit, they shall be paid straight time for such CTO or leave time utilized).

B. Accumulation of Compensatory Time

(1) Employees may accumulate up to two hundred and forty (240) hours of CTO during a calendar year, provided that on December 31st of each year, the County will pay each Employee for their compensatory time by purchasing all accrued hours above 100 hours. The maximum accrual any Employee may have at the beginning of each calendar year is 100 hours. CTO may be utilized with the permission of the Department Head.

(2) At the time CTO is earned, the Employee must elect whether to use the time as CTO or cash it out. The Employee's election cannot be changed.

C. Holiday Overtime Pay

Employees not receiving holiday pay who work in excess of eight (8) hours on designated County holidays will be paid at two (2) times their regular hourly rate for those hours in excess of 8.

D. Travel Time

Generally, travel time to and from work does not constitute hours worked. This is true whether the Employee works at a fixed location or different job sites. However, time spent in travel during the workday is counted as hours worked when it is related to the Employee's job. Further, travel time that occurs in addition to regular working hours is considered hours worked if the travel is at the County's direction. All such travel time is considered "hours worked", whether or not the Employee is operating a vehicle or riding as a passenger.

However, in any work week in which such travel occurs, management may reduce the traveling Employee's regular work hours in order to avoid or minimize overtime for that week. For example, if an Employee travels eight hours on a Sunday as a passenger to attend a seminar, that time will be counted as hours worked but management may reduce the Employee's regular work hours later in the same work week by eight hours, so that no overtime would be owed as a result of the travel (all other things being equal).

E. Off-Duty Business Calls

If, between the hours of 9 pm to 6 am, or during a regularly scheduled day off, a non-exempt Employee who is not On Call, receives a telephone call from his/her supervisor, management, law enforcement, or other governmental agency for the purpose of conducting County business, then the Employee shall receive a minimum of one (1) hour pay at the Employee's overtime rate, or shall receive overtime pay for the actual duration of the telephone call, whichever is greater. Additional business calls received within the same paid hour will not be compensated in addition to the minimum of one (1) hour overtime pay. To qualify for the telephone call compensation, the Employee must notify their supervisor or Department Head of the following information within a reasonable period of time:

- Date and time the call was received;
- Time the call ended;
- Name and/or entity that placed the call; and
- Subject of the call.

ARTICLE 22. MERIT LEAVE

[Note: Only applicable to FLSA-exempt employees]

- A. FLSA-exempt Employees are expected to efficiently manage time to perform their job duties, and be available for staff, clients and the public. This entails full-time exempt Employees being available for more than 40 hours per workweek (or a lesser amount in the case of part-time exempt Employees) and outside of normal business hours.
- B. In consideration of these expectations, the lack of overtime pay and the complexity of the job, eighty hours (80) of merit leave per calendar year shall be provided to full-time exempt Employees; part-time exempt Employees shall be provided a prorated lesser amount based on their regular schedule. Merit leave is not an hour-for-hour entitlement, but rather is extra time off provided in addition to vacation time, sick leave, etc. The initial entitlement for new Employees shall be prorated based upon the remainder of the calendar year from the date that their employment commences.

- C. Merit leave does not accrue to a bank and the yearly entitlement must be used within the calendar year it is provided, or it is lost. There is no carryover of unused merit leave to subsequent year(s) and merit leave has no cash value.
- D. Merit or vacation leave (or sick leave, if applicable) must be used whenever a full-time exempt Employee works fewer than 80 hours during any two-week period; or a prorated lesser number of hours during any two-week period in the case of part-time exempt Employees. For most exempt Employees, a two-week period means fourteen consecutive calendar days beginning on a Sunday; but exempt Employees working in offices on a "flex" schedule may count the fourteen days from a day other than Sunday, with department head approval.
- E. Merit leave is used in a manner similar to vacation time. An exempt Employee will note merit leave taken with an (M) on the time sheet in a manner similar to vacation time taken (V) and sick leave taken (S).

ARTICLE 23. TRANSFERS AND PROMOTIONS FOR PUBLIC WORKS MAINTENANCE EMPLOYEES

Maintenance Employees in the Department of Public Works may, with the approval of the Department of Public Works Director and the Chief Administrative Officer, transfer from one departmental district to another when an opening occurs. No employment applications or tests will be required. This employment opportunity shall be offered to current Employees prior to the advertisement of the opening (position) to other departments or the general public. Employees who desire to transfer shall make a request within ten (10) working days of notification to the Employee that an opening will exist.

ARTICLE 24. PHYSICAL EXAMINATIONS FOR REQUIRED DRIVERS' LICENSING

When a physical examination is required to acquire or renew a driver's license required to perform an Employee's duties, the examination shall be provided by a medical doctor designated by County at County expense. The examination shall be performed during the Employee's regular work hours without any reduction in pay.

ARTICLE 25. PERS RETIREMENT BENEFITS AND CONTRIBUTIONS

- A. The County shall continue its participation in the California Public Employees' Retirement System ("CalPERS"). Benefits and contributions shall continue to be as provided in the County's contract(s) with CalPERS, as summarized below.
- Retirement Tier 1— Employees hired prior to April 10, 2012, or "Classic Members" as defined by CalPERS, shall continue to receive the 2.7% at 55 retirement formula, highest twelve (12) month average final compensation period.
 - Retirement Tier 2 — Employees hired between April 10, 2012, and December 31, 2012, or within six months of separation from employment with a public employer with pension system reciprocity, who are eligible for the retirement plan in effect on December 31, 2012, also "Classic Members" as defined by CalPERS, shall continue to receive the 2.5% at 55 retirement formula, highest twelve (12) month average final compensation period.
 - Retirement Tier 3 — Employees hired after December 31, 2012, or "New Members" as defined by CalPERS, shall continue to receive the 2% at 62 retirement formula, highest thirty-six (36) month average final compensation period, as mandated by the Public Employees' Pension Reform Act of 2013.
- B. Employees shall continue to pay the Employee's contribution for applicable CalPERS coverage and retirement (including any increases mandated by State law). County shall continue to implement the IRS 414H2 program for all Employees in order to facilitate and provide for tax deferred payment of the Employees' CalPERS contributions.
- Effective the first full pay period following January 1, 2024, Classic Members' employee contribution shall be 11% through section 20516(f) cost sharing.
- C. Employees shall continue to be enrolled in the CalPERS Level IV Survivors' Benefit Program (specifically those benefits provided by Government Code section 21574).
- D. The information contained in this Article summarizes the terms of the County's existing contracts with CalPERS, and existing law. If current CalPERS benefits differ from the above or change as a result of changes in the law, the actual CalPERS benefits shall control.

ARTICLE 26. WAGES AND SALARY SCHEDULE

- A. Effective the first full pay period ending after ratification of the MOU, employees who are not “Y” rated, shall receive an equity adjustment of 4.0% to their Base Salary Rate of Pay; and employees including those who are “Y” rated shall receive a cost of living adjustment (COLA) of 3.0% to their Base Salary Rate of Pay. Effective the first full pay period following January 1, 2025, employees who are not “Y” rated shall receive a cost of living adjustment (COLA) of 3.0% to their Base Salary Rate. Effective the first full pay period following January 1, 2026, employees who are not “Y” rated shall receive a cost of living adjustment (COLA) of 3.0% to their Base Salary Rate of Pay.

Market Equity Adjustment – The County will conduct a compensation study for implementation in the first full pay period of January 2025.

- B. The salary schedule shall consist of five (5) steps, each step equivalent to five percent (5%) above the prior step, but not to exceed the top of the range for the position as identified in Appendix A ("Salary Matrix").

Appendix A also includes the new salary ranges for select positions.

- C. All Employees will utilize direct deposit of payroll checks.

ARTICLE 27. HOLIDAY PAY

- A. 24-hour Employees

Holiday pay for 24-hour Employees, including the Jail Food Service Manager, shall be paid biweekly in the amount of eight percent (8%) of base salary. This policy will eliminate holidays from the work schedule, save and except special County holiday pay, which will be paid. Any overtime work which falls on a regular day off which is, coincidentally, a calendar holiday, shall be paid at the overtime rate.

- B. Landfill Employees

Landfill Employees, whether they work on a County holiday (as defined by the County Code) or not, will receive eight (8) hours compensation, in the form of eight (8) hours comp time, if they are not normally scheduled to work on the holiday, and in the form of eight (8) hours of regular compensation if they are normally scheduled to work on the holiday (in which case they may need to contribute one (1) hour comp time to maintain a forty (40) hour work week). In addition to the above, if a Landfill Employee works on a County holiday, then they will receive 1.5 times their normal rate of pay for each hour worked, up to eight (8) hours per day. Hours of work shall be from 7:30-4:00,

with a standard $\frac{1}{2}$ hour lunch break. After all hauler loads have been delivered for the day and all necessary service provided, Employees working on a County holiday may leave early, at their discretion, at any time after 12 noon.

C. 4/10 Employees

Employees who are permitted by the County (in its sole discretion) to work 4/10 schedules may maintain their 4/10 schedule during any week in which one or more County holidays occur, but must utilize any accrued vacation or comp time to account for any hours less than 40 that they actually work and/or are credited for during the holiday week. If any such Employee does not have such available leave, then the Employee shall account for any hours less than 40 that they work and/or are credited for during the holiday week with unpaid time off. Otherwise, said Employees shall work a regular 5/8 schedule during any holiday week.

D. 9/80 Employees

Employees who are permitted by the County (in its sole discretion) to work 9/80 schedules but who do not work in landfill positions covered by Section B shall receive paid time off in the amount of eight (8) hours for each County holiday that occurs during a work week as follows:

(1) Whenever a County holiday occurs on a regular workday for that Employee, the eight hours shall be taken (credited) on that date only (it may not be taken on a different date). The additional one hour of time necessary for the Employee to receive full pay for that date will be contributed/deducted from the Employee's accrued vacation leave or comp time in the Employee's discretion.

(2) Whenever a County holiday occurs on a regular day off for that Employee, the eight hours shall be credited as comp time. The County in its sole discretion shall determine whether the regular day off for an Employee on such a 9/80 schedule is Friday or Monday.

E. Employees required to work on a County holiday shall receive one and one-half (1.5) times their hourly rate for each hour worked, up to eight (8) hours per day, in addition to receiving eight (8) hours of regular pay for the holiday. In lieu of receiving pay for the hours worked on a County holiday, an Employee may elect to receive compensatory time at the rate of one and one-half times the actual hours worked on the holiday.

ARTICLE 28. BILINGUAL PAY

- A. County shall provide two tiers of bilingual pay based on the degree of fluency needed by the County and demonstrated by an eligible Employee. Bilingual pay for the tier requiring the highest level of fluency ("Tier II") is \$250 per month, and bilingual pay for the tier requiring the lower level of fluency ("Tier I"), as determined by the County, is \$125 per month.
- B. County shall determine its needs for bilingual communication skills, including which positions qualify for pay under this paragraph and which specific languages other than English are needed for such positions. County may also require testing of bilingual fluency as it deems necessary or desirable, as a prerequisite to being eligible for bilingual pay. In offices where the County determines that only one bilingual Employee is necessary, but multiple Employees in that office possess the needed bilingual skills and desire bilingual pay, the County shall equitably rotate bilingual assignments among those Employees so each has an opportunity to earn bilingual pay during such assignments.

ARTICLE 29. EDUCATION INCENTIVE PROGRAM

- A. Employees who wish to enroll in job-related or promotion-oriented courses shall be reimbursed by County for allowable expenses related to the courses (which includes courses for certifications, licensures, CEU's, and online courses) of up to nine hundred dollars (\$900.00) per calendar year. Allowable expenses shall be actually incurred, shall include tuition costs and out-of-pocket expenses for required course material and textbooks, and shall be subject to the following:
 - (1) Courses must be taken through an accredited institution if comparable courses are not offered in local schools.
 - (2) Employees will not be granted time off from their regular work schedule to attend such courses, unless approved by the County Administrative Officer.
 - (3) Approval for the educational incentive program shall be at the discretion of the County Administrative Officer, who will determine if each specific course is job-related or promotion-oriented. The County Administrative Officer will obtain and consider the recommendation of the Employee's Department Head in each case. The County Administrative Officer's approval shall not be unreasonably withheld. Such approval shall be obtained by the Employee prior to enrollment. A copy of the written approval shall be sent by the County Administrative Officer to the Auditor's Office, the Employee's Department Head, and the Employee.

(4) Required course material and textbooks may be retained by the Employee upon satisfactory completion of the course.

- B. Reimbursement shall be made to the Employee within fifteen (15) calendar days after presentation to the Auditor's Office of appropriate receipts and proof of completion of the course with a minimum grade of "C" or the equivalent, or actual attaining of a certification, licensure, or CEU.

ARTICLE 30. EDUCATIONAL LOAN PROGRAM

Employees are eligible to apply for educational loans as set forth in Resolution No. R04-020 of the Board of Supervisors. Note: there is no entitlement to receive such a loan and the loan, if approved by the County Administrator, is in lieu of the Education Incentive Program discussed in Article 29. Furthermore, in no event shall an Employee be eligible to receive more than one (1) loan during the entire period of their employment with the County.

ARTICLE 31. MEMBERSHIP DUES

- A. Upon notification to the County by the Union that an Employee has elected to participate in the Union, the County will deduct Union dues from Employees' paychecks as directed by Union and transmit such dues to the Union monthly.
- B. The amount of membership dues shall be set by the Union. In the event of a change in the amount of dues, the Union shall promptly notify the County in writing of the new amount and the County will implement the new dues as soon as reasonably practicable.
- C. Under no circumstances is membership in the Union a condition of County employment.
- D. Union shall defend, indemnify and hold County harmless from any and all claims against County resulting from or arising out of the provisions of this Article, or the County's implementation thereof, except where it is determined that County has acted intentionally or with malice or actual fraud.

ARTICLE 32. CONFIDENTIAL EMPLOYEES

- A. Confidential Employees shall be designated by position classification. All Confidential Employees are identified in Appendix B, which is attached hereto and made part hereof

by this reference. The list shall be modified from time to time, as necessary, to reflect the addition or deletion of confidential employment positions.

- B. Confidential Employees shall not represent Union in collective bargaining or in matters relating to personal administration.

ARTICLE 33. MISCELLANEOUS PROVISIONS

- A. Entire Agreement

Except as may be provided in specific Articles pertaining to future agreements between the parties, this MOU constitutes the entire understanding of the parties. It specifically supersedes any prior Agreement between the parties.

- B. Alternate Work Schedules

County agrees that the County Administrative Officer and the Finance Director will continue to work and meet with Union regarding the evaluation of alternate work schedules, such as four (4) ten (10) hour days per week, instead of five (5) eight (8) hour days per week, for forty (40) hour per week Employees. This paragraph shall not be construed as requiring County to consider or implement unique, flexible working hours or schedules for individual Employees.

- C. Inclement Weather

Employees in their discretion may take leave without pay, or may use accrued vacation, merit or CTO leave, if they have an excused absence from work due to inclement weather.

- D. Amendments

The MOU may be amended only in writing after good faith negotiations between the parties. Any purported oral amendment shall be void and of no legal force or effect whatsoever.

- E. Severability

If any Article or Section of this Agreement shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties may, if they agree, enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such Article or Section.

F. Proration of Stipends for Part-Time Employees

Any monetary stipend paid to an Employee pursuant to this MOU or other County policy, including but not limited to bilingual pay, shall be prorated in the case of part-time Employees.

ARTICLE 34. NO-LOCKOUT AND NO-STRIKE CLAUSE

During the term of this MOU, County agrees that it will not lock out Employees; and Union agrees that it will not engage in, encourage or approve any strike, slowdown or other work stoppage. Union will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Article, recognizing with County that all matters of controversy within the scope of this MOU shall be settled by established grievance procedure.

ARTICLE 35. NON-DISCRIMINATION

- A. The County recognizes all legal rights of all Employees, including the right to join and participate in the activities of the Union, and to exercise all rights expressly and implicitly described in Section 3500 et seq. of the California Government Code, and the Meyers-Milias-Brown Act. The County shall not intimidate, restrain, coerce, or discriminate against any Employee because of the exercise of any such rights.
- B. No member, official, or representative of Union, shall in any way suffer any type of unlawful discrimination in connection with continued employment, promotion or otherwise by virtue of membership in or representation of Union.
- C. The provisions of this MOU shall apply to all Employees without discrimination because of race, religious creed, age, color, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, disability, genetic information, medical condition, marital status, military status or veteran status. In addition, the County shall not retaliate because of Employee's opposition to a practice the Employee reasonably believes to constitute employment discrimination or harassment or because of the Employee's participation in an employment investigation, proceeding, hearing or legitimate employee organization activities. Employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct to the County and the County will investigate those complaints.
- D. The parties to this MOU agree to comply with all applicable state and federal non-discrimination laws.

- E. Only complaints of discrimination based upon paragraph B of this Article are subject to the grievance procedure contained in the County's Personnel Rules. All other complaints of discrimination are not subject to the grievance procedure and shall be addressed through the appropriate County, State and/or Federal offices.

ARTICLE 36. MANAGEMENT RIGHTS

- A. All management rights and functions, except those which are expressly abridged by this MOU, are expressly reserved by County. County may act by and through its County Administrator in exercising any management rights or powers with respect to an Employee, including but not limited to any rights or powers otherwise conferred by the County Code or County Personnel Policies on any department head or appointing authority. In the event of a conflict between the County Administrator and an Employee's department head or appointing authority, the County Administrator's decision shall prevail.
- B. The rights of County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; train, direct and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other reasons not prohibited or in conflict with State or Federal law; maintain the efficiency of County operation; determine the methods, means and personnel by which County operations are to be conducted; determine the content of job classifications; take all necessary and lawful actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. County has the right to make rules and regulations pertaining to Employees, so long as such rules and regulations do not violate this MOU and are not prohibited by or in conflict with State or Federal law.
- C. County shall continue to exercise the authority vested in it by County Code and Personnel Rules & Regulations as they may be amended from time to time. The explicit provisions of this MOU, however, constitute the negotiated agreements between the parties and shall prevail in all terms and conditions as agreed between the parties.
- D. Nothing herein may be construed to limit the ability of the parties to voluntarily consult on any matter outside the scope of representation.

ARTICLE 37. PERSONNEL RULE REVISIONS

Union agrees to the County's operative personnel rules, which shall supersede all provisions previously agreed upon by Union and County. Notwithstanding any other provision of this MOU, the parties agree that County may propose revisions to such rules and/or additional personnel rules, provided that County allows an appropriate opportunity for affected Employees and their bargaining units to "meet-and-confer" in compliance with the Meyers-Milias-Brown Act, where required under that Act. Union agrees that the attached revised personnel rules shall apply to all Employees.

EXECUTION

IN WITNESS of the foregoing provisions, the parties have signed this Agreement below through their duly-authorized representatives:

Local 39/Union:

BART FLORENCE, Business Manager

STAHLI ROBERT ALDRICH, President

STEVE CROUCH, Director of Public Employees

JERRY FREDERICK, Business Representative

County of Mono:

RHONDA DUGGAN, Board Chair
Board of Supervisors

STACEY SIMON, County Counsel

APPENDIX A

Changes to select positions on the MCPE Matrix

Job Title	Current Range	New Range
Custodian I	39	47
Custodian II	43	49
Custodian III	47	53
Lead Custodian	51	55
Cook (Correctional)	45	52
Food Service Manager (Corrections)	51	58
Senior Services Cook/Driver	45	52
Senior Services Site Coordinator	49	56
Animal Services Shelter Attendant	47	52
Animal Services Officer I	50	55
Animal Services Officer II	52	57
Vocational Assistant	47	52
Eligibility Specialist Trainee	51	56

APPENDIX A
SALARY MATRICES

MCPE Pay Matrix - 2024

Reflects a 7% Salary Increase effective December 10, 2023

		Steps				
Grade	Pay Rate	A	B	C	D	E
38	Annual	32,019	33,620	35,301	37,066	38,919
	Hrly	15.39	16.16	16.97	17.82	18.71
39	Annual	32,819	34,460	36,183	37,992	39,892
	Hrly	15.78	16.57	17.40	18.27	19.18
40	Annual	33,640	35,322	37,088	38,942	40,889
	Hrly	16.17	16.98	17.83	18.72	19.66
41	Annual	34,481	36,205	38,015	39,916	41,912
	Hrly	16.58	17.41	18.28	19.19	20.15
42	Annual	35,343	37,110	38,965	40,914	42,959
	Hrly	16.99	17.84	18.73	19.67	20.65
43	Annual	36,226	38,038	39,940	41,937	44,033
	Hrly	17.42	18.29	19.20	20.16	21.17
44	Annual	37,132	38,989	40,938	42,985	45,134
	Hrly	17.85	18.74	19.68	20.67	21.70
45	Annual	38,060	39,963	41,962	44,060	46,263
	Hrly	18.30	19.21	20.17	21.18	22.24
46	Annual	39,012	40,962	43,011	45,161	47,419
	Hrly	18.76	19.69	20.68	21.71	22.80
47	Annual	39,987	41,986	44,086	46,290	48,605
	Hrly	19.22	20.19	21.20	22.25	23.37
48	Annual	40,987	43,036	45,188	47,447	49,820
	Hrly	19.71	20.69	21.72	22.81	23.95
49	Annual	42,011	44,112	46,318	48,634	51,065
	Hrly	20.20	21.21	22.27	23.38	24.55
50	Annual	43,062	45,215	47,476	49,849	52,342
	Hrly	20.70	21.74	22.82	23.97	25.16
51	Annual	44,138	46,345	48,662	51,096	53,650
	Hrly	21.22	22.28	23.40	24.57	25.79
52	Annual	45,242	47,504	49,879	52,373	54,992
	Hrly	21.75	22.84	23.98	25.18	26.44
53	Annual	46,373	48,691	51,126	53,682	56,366
	Hrly	22.29	23.41	24.58	25.81	27.10
54	Annual	47,532	49,909	52,404	55,024	57,776
	Hrly	22.85	23.99	25.19	26.45	27.78
55	Annual	48,720	51,156	53,714	56,400	59,220
	Hrly	23.42	24.59	25.82	27.12	28.47
56	Annual	49,938	52,435	55,057	57,810	60,701
	Hrly	24.01	25.21	26.47	27.79	29.18
57	Annual	51,187	53,746	56,434	59,255	62,218
	Hrly	24.61	25.84	27.13	28.49	29.91
58	Annual	52,467	55,090	57,844	60,737	63,773
	Hrly	25.22	26.49	27.81	29.20	30.66
59	Annual	53,778	56,467	59,291	62,255	65,368
	Hrly	25.85	27.15	28.51	29.93	31.43
60	Annual	55,123	57,879	60,773	63,811	67,002
	Hrly	26.50	27.83	29.22	30.68	32.21

MCPE Pay Matrix - 2024

Reflects a 7% Salary Increase effective December 10, 2023

		Steps				
Grade	Pay Rate	A	B	C	D	E
61	Annual	56,501	59,326	62,292	65,407	68,677
	Hrly	27.16	28.52	29.95	31.45	33.02
62	Annual	57,913	60,809	63,849	67,042	70,394
	Hrly	27.84	29.24	30.70	32.23	33.84
63	Annual	59,361	62,329	65,446	68,718	72,154
	Hrly	28.54	29.97	31.46	33.04	34.69
64	Annual	60,845	63,887	67,082	70,436	73,958
	Hrly	29.25	30.72	32.25	33.86	35.56
65	Annual	62,366	65,485	68,759	72,197	75,807
	Hrly	29.98	31.48	33.06	34.71	36.45
66	Annual	63,925	67,122	70,478	74,002	77,702
	Hrly	30.73	32.27	33.88	35.58	37.36
67	Annual	65,524	68,800	72,240	75,852	79,644
	Hrly	31.50	33.08	34.73	36.47	38.29
68	Annual	67,162	70,520	74,046	77,748	81,635
	Hrly	32.29	33.90	35.60	37.38	39.25
69	Annual	68,841	72,283	75,897	79,692	83,676
	Hrly	33.10	34.75	36.49	38.31	40.23
70	Annual	70,562	74,090	77,794	81,684	85,768
	Hrly	33.92	35.62	37.40	39.27	41.23
71	Annual	72,326	75,942	79,739	83,726	87,912
	Hrly	34.77	36.51	38.34	40.25	42.27
72	Annual	74,134	77,841	81,733	85,819	90,110
	Hrly	35.64	37.42	39.29	41.26	43.32
73	Annual	75,987	79,787	83,776	87,965	92,363
	Hrly	36.53	38.36	40.28	42.29	44.41
74	Annual	77,887	81,781	85,870	90,164	94,672
	Hrly	37.45	39.32	41.28	43.35	45.52
75	Annual	79,834	83,826	88,017	92,418	97,039
	Hrly	38.38	40.30	42.32	44.43	46.65
76	Annual	81,830	85,921	90,218	94,728	99,465
	Hrly	39.34	41.31	43.37	45.54	47.82
77	Annual	83,876	88,070	92,473	97,097	101,951
	Hrly	40.32	42.34	44.46	46.68	49.02
78	Annual	85,973	90,271	94,785	99,524	104,500
	Hrly	41.33	43.40	45.57	47.85	50.24
79	Annual	88,122	92,528	97,154	102,012	107,113
	Hrly	42.37	44.48	46.71	49.04	51.50
80	Annual	90,325	94,841	99,583	104,562	109,791
	Hrly	43.43	45.60	47.88	50.27	52.78
81	Annual	92,583	97,212	102,073	107,177	112,535
	Hrly	44.51	46.74	49.07	51.53	54.10
82	Annual	94,898	99,643	104,625	109,856	115,349
	Hrly	45.62	47.91	50.30	52.82	55.46
83	Annual	97,270	102,134	107,240	112,602	118,232
	Hrly	46.76	49.10	51.56	54.14	56.84

MCPE Pay Matrix - 2024

Reflects a 7% Salary Increase effective December 10, 2023

Grade	Pay Rate	Steps				
		A	B	C	D	E
84	Annual	99,702	104,687	109,921	115,417	121,188
	Hrly	47.93	50.33	52.85	55.49	58.26
85	Annual	102,194	107,304	112,669	118,303	124,218
	Hrly	49.13	51.59	54.17	56.88	59.72
86	Annual	104,749	109,987	115,486	121,260	127,323
	Hrly	50.36	52.88	55.52	58.30	61.21
87	Annual	107,368	112,736	118,373	124,292	130,507
	Hrly	51.62	54.20	56.91	59.76	62.74
88	Annual	110,052	115,555	121,333	127,399	133,769
	Hrly	52.91	55.56	58.33	61.25	64.31
89	Annual	112,804	118,444	124,366	130,584	137,113
	Hrly	54.23	56.94	59.79	62.78	65.92
90	Annual	115,624	121,405	127,475	133,849	140,541
	Hrly	55.59	58.37	61.29	64.35	67.57
91	Annual	118,514	124,440	130,662	137,195	144,055
	Hrly	56.98	59.83	62.82	65.96	69.26
92	Annual	121,477	127,551	133,928	140,625	147,656
	Hrly	58.40	61.32	64.39	67.61	70.99
93	Annual	124,514	130,740	137,277	144,141	151,348
	Hrly	59.86	62.86	66.00	69.30	72.76
94	Annual	127,627	134,008	140,709	147,744	155,131
	Hrly	61.36	64.43	67.65	71.03	74.58
95	Annual	130,818	137,358	144,226	151,438	159,010
	Hrly	62.89	66.04	69.34	72.81	76.45

MCPE Pay Matrix - 2025

Reflects a 3% COLA effective January 5, 2025

Grade	Pay Rate	Steps				
		A	B	C	D	E
38	Annual	32,979	34,628	36,360	38,178	40,087
	Hrly	15.86	16.65	17.48	18.35	19.27
39	Annual	33,804	35,494	37,269	39,132	41,089
	Hrly	16.25	17.06	17.92	18.81	19.75
40	Annual	34,649	36,381	38,201	40,111	42,116
	Hrly	16.66	17.49	18.37	19.28	20.25
41	Annual	35,515	37,291	39,156	41,113	43,169
	Hrly	17.07	17.93	18.82	19.77	20.75
42	Annual	36,403	38,223	40,134	42,141	44,248
	Hrly	17.50	18.38	19.30	20.26	21.27
43	Annual	37,313	39,179	41,138	43,195	45,354
	Hrly	17.94	18.84	19.78	20.77	21.80
44	Annual	38,246	40,158	42,166	44,275	46,488
	Hrly	18.39	19.31	20.27	21.29	22.35
45	Annual	39,202	41,162	43,220	45,381	47,650
	Hrly	18.85	19.79	20.78	21.82	22.91
46	Annual	40,182	42,191	44,301	46,516	48,842
	Hrly	19.32	20.28	21.30	22.36	23.48
47	Annual	41,187	43,246	45,408	47,679	50,063
	Hrly	19.80	20.79	21.83	22.92	24.07
48	Annual	42,216	44,327	46,544	48,871	51,314
	Hrly	20.30	21.31	22.38	23.50	24.67
49	Annual	43,272	45,435	47,707	50,093	52,597
	Hrly	20.80	21.84	22.94	24.08	25.29
50	Annual	44,354	46,571	48,900	51,345	53,912
	Hrly	21.32	22.39	23.51	24.69	25.92
51	Annual	45,462	47,736	50,122	52,628	55,260
	Hrly	21.86	22.95	24.10	25.30	26.57
52	Annual	46,599	48,929	51,375	53,944	56,641
	Hrly	22.40	23.52	24.70	25.93	27.23
53	Annual	47,764	50,152	52,660	55,293	58,057
	Hrly	22.96	24.11	25.32	26.58	27.91
54	Annual	48,958	51,406	53,976	56,675	59,509
	Hrly	23.54	24.71	25.95	27.25	28.61
55	Annual	50,182	52,691	55,326	58,092	60,997
	Hrly	24.13	25.33	26.60	27.93	29.33
56	Annual	51,437	54,008	56,709	59,544	62,522
	Hrly	24.73	25.97	27.26	28.63	30.06
57	Annual	52,723	55,359	58,127	61,033	64,085
	Hrly	25.35	26.61	27.95	29.34	30.81
58	Annual	54,041	56,743	59,580	62,559	65,687
	Hrly	25.98	27.28	28.64	30.08	31.58
59	Annual	55,392	58,161	61,069	64,123	67,329
	Hrly	26.63	27.96	29.36	30.83	32.37
60	Annual	56,776	59,615	62,596	65,726	69,012
	Hrly	27.30	28.66	30.09	31.60	33.18

MCPE Pay Matrix - 2025

Reflects a 3% COLA effective January 5, 2025

		Steps				
61	Annual	58,196	61,106	64,161	67,369	70,737
	Hrly	27.98	29.38	30.85	32.39	34.01
62	Annual	59,651	62,633	65,765	69,053	72,506
	Hrly	28.68	30.11	31.62	33.20	34.86
63	Annual	61,142	64,199	67,409	70,779	74,318
	Hrly	29.40	30.86	32.41	34.03	35.73
64	Annual	62,671	65,804	69,094	72,549	76,176
	Hrly	30.13	31.64	33.22	34.88	36.62
65	Annual	64,237	67,449	70,822	74,363	78,081
	Hrly	30.88	32.43	34.05	35.75	37.54
66	Annual	65,843	69,135	72,592	76,222	80,033
	Hrly	31.66	33.24	34.90	36.65	38.48
67	Annual	67,489	70,864	74,407	78,127	82,034
	Hrly	32.45	34.07	35.77	37.56	39.44
68	Annual	69,177	72,635	76,267	80,080	84,084
	Hrly	33.26	34.92	36.67	38.50	40.43
69	Annual	70,906	74,451	78,174	82,082	86,187
	Hrly	34.09	35.79	37.58	39.46	41.44
70	Annual	72,679	76,313	80,128	84,135	88,341
	Hrly	34.94	36.69	38.52	40.45	42.47
71	Annual	74,496	78,220	82,131	86,238	90,550
	Hrly	35.82	37.61	39.49	41.46	43.53
72	Annual	76,358	80,176	84,185	88,394	92,814
	Hrly	36.71	38.55	40.47	42.50	44.62
73	Annual	78,267	82,180	86,289	90,604	95,134
	Hrly	37.63	39.51	41.49	43.56	45.74
74	Annual	80,224	84,235	88,446	92,869	97,512
	Hrly	38.57	40.50	42.52	44.65	46.88
75	Annual	82,229	86,341	90,658	95,191	99,950
	Hrly	39.53	41.51	43.59	45.76	48.05
76	Annual	84,285	88,499	92,924	97,570	102,449
	Hrly	40.52	42.55	44.68	46.91	49.25
77	Annual	86,392	90,712	95,247	100,010	105,010
	Hrly	41.53	43.61	45.79	48.08	50.49
78	Annual	88,552	92,979	97,628	102,510	107,635
	Hrly	42.57	44.70	46.94	49.28	51.75
79	Annual	90,766	95,304	100,069	105,073	110,326
	Hrly	43.64	45.82	48.11	50.52	53.04
80	Annual	93,035	97,686	102,571	107,699	113,084
	Hrly	44.73	46.96	49.31	51.78	54.37
81	Annual	95,361	100,129	105,135	110,392	115,911
	Hrly	45.85	48.14	50.55	53.07	55.73
82	Annual	97,745	102,632	107,763	113,152	118,809
	Hrly	46.99	49.34	51.81	54.40	57.12
83	Annual	100,188	105,198	110,458	115,980	121,779
	Hrly	48.17	50.58	53.10	55.76	58.55
84	Annual	102,693	107,828	113,219	118,880	124,824
	Hrly	49.37	51.84	54.43	57.15	60.01

MCPE Pay Matrix - 2025

Reflects a 3% COLA effective January 5, 2025

		Steps				
85	Annual	105,260	110,523	116,049	121,852	127,945
	Hrly	50.61	53.14	55.79	58.58	61.51
86	Annual	107,892	113,286	118,951	124,898	131,143
	Hrly	51.87	54.46	57.19	60.05	63.05
87	Annual	110,589	116,119	121,924	128,021	134,422
	Hrly	53.17	55.83	58.62	61.55	64.63
88	Annual	113,354	119,021	124,973	131,221	137,782
	Hrly	54.50	57.22	60.08	63.09	66.24
89	Annual	116,188	121,997	128,097	134,502	141,227
	Hrly	55.86	58.65	61.59	64.66	67.90
90	Annual	119,092	125,047	131,299	137,864	144,757
	Hrly	57.26	60.12	63.12	66.28	69.59
91	Annual	122,070	128,173	134,582	141,311	148,376
	Hrly	58.69	61.62	64.70	67.94	71.33
92	Annual	125,121	131,377	137,946	144,844	152,086
	Hrly	60.15	63.16	66.32	69.64	73.12
93	Annual	128,249	134,662	141,395	148,465	155,888
	Hrly	61.66	64.74	67.98	71.38	74.95
94	Annual	131,456	138,028	144,930	152,176	159,785
	Hrly	63.20	66.36	69.68	73.16	76.82
95	Annual	134,742	141,479	148,553	155,981	163,780
	Hrly	64.78	68.02	71.42	74.99	78.74

MCPE Pay Matrix - 2026

Reflects a 3% COLA effective January 4, 2026

Grade	Pay Rate	Steps				
		A	B	C	D	E
38	Annual	33,969	35,667	37,451	39,323	41,289
	Hrly	16.33	17.15	18.01	18.91	19.85
39	Annual	34,818	36,559	38,387	40,306	42,322
	Hrly	16.74	17.58	18.46	19.38	20.35
40	Annual	35,688	37,473	39,347	41,314	43,380
	Hrly	17.16	18.02	18.92	19.86	20.86
41	Annual	36,581	38,410	40,330	42,347	44,464
	Hrly	17.59	18.47	19.39	20.36	21.38
42	Annual	37,495	39,370	41,338	43,405	45,576
	Hrly	18.03	18.93	19.87	20.87	21.91
43	Annual	38,433	40,354	42,372	44,490	46,715
	Hrly	18.48	19.40	20.37	21.39	22.46
44	Annual	39,393	41,363	43,431	45,603	47,883
	Hrly	18.94	19.89	20.88	21.92	23.02
45	Annual	40,378	42,397	44,517	46,743	49,080
	Hrly	19.41	20.38	21.40	22.47	23.60
46	Annual	41,388	43,457	45,630	47,911	50,307
	Hrly	19.90	20.89	21.94	23.03	24.19
47	Annual	42,422	44,543	46,771	49,109	51,565
	Hrly	20.40	21.42	22.49	23.61	24.79
48	Annual	43,483	45,657	47,940	50,337	52,854
	Hrly	20.91	21.95	23.05	24.20	25.41
49	Annual	44,570	46,798	49,138	51,595	54,175
	Hrly	21.43	22.50	23.62	24.81	26.05
50	Annual	45,684	47,968	50,367	52,885	55,529
	Hrly	21.96	23.06	24.21	25.43	26.70
51	Annual	46,826	49,168	51,626	54,207	56,918
	Hrly	22.51	23.64	24.82	26.06	27.36
52	Annual	47,997	50,397	52,917	55,563	58,341
	Hrly	23.08	24.23	25.44	26.71	28.05
53	Annual	49,197	51,657	54,240	56,952	59,799
	Hrly	23.65	24.83	26.08	27.38	28.75
54	Annual	50,427	52,948	55,596	58,375	61,294
	Hrly	24.24	25.46	26.73	28.07	29.47
55	Annual	51,688	54,272	56,985	59,835	62,827
	Hrly	24.85	26.09	27.40	28.77	30.21
56	Annual	52,980	55,629	58,410	61,331	64,397
	Hrly	25.47	26.74	28.08	29.49	30.96
57	Annual	54,304	57,019	59,870	62,864	66,007
	Hrly	26.11	27.41	28.78	30.22	31.73
58	Annual	55,662	58,445	61,367	64,436	67,657
	Hrly	26.76	28.10	29.50	30.98	32.53
59	Annual	57,053	59,906	62,901	66,046	69,349
	Hrly	27.43	28.80	30.24	31.75	33.34
60	Annual	58,480	61,404	64,474	67,698	71,082
	Hrly	28.12	29.52	31.00	32.55	34.17

MCPE Pay Matrix - 2026

Reflects a 3% COLA effective January 4, 2026

Grade	Pay Rate	Steps				
		A	B	C	D	E
61	Annual	59,942	62,939	66,086	69,390	72,859
	Hrly	28.82	30.26	31.77	33.36	35.03
62	Annual	61,440	64,512	67,738	71,125	74,681
	Hrly	29.54	31.02	32.57	34.19	35.90
63	Annual	62,976	66,125	69,431	72,903	76,548
	Hrly	30.28	31.79	33.38	35.05	36.80
64	Annual	64,551	67,778	71,167	74,725	78,462
	Hrly	31.03	32.59	34.21	35.93	37.72
65	Annual	66,164	69,473	72,946	76,594	80,423
	Hrly	31.81	33.40	35.07	36.82	38.67
66	Annual	67,819	71,209	74,770	78,508	82,434
	Hrly	32.61	34.24	35.95	37.74	39.63
67	Annual	69,514	72,990	76,639	80,471	84,495
	Hrly	33.42	35.09	36.85	38.69	40.62
68	Annual	71,252	74,814	78,555	82,483	86,607
	Hrly	34.26	35.97	37.77	39.66	41.64
69	Annual	73,033	76,685	80,519	84,545	88,772
	Hrly	35.11	36.87	38.71	40.65	42.68
70	Annual	74,859	78,602	82,532	86,659	90,992
	Hrly	35.99	37.79	39.68	41.66	43.75
71	Annual	76,730	80,567	84,595	88,825	93,266
	Hrly	36.89	38.73	40.67	42.70	44.84
72	Annual	78,649	82,581	86,710	91,046	95,598
	Hrly	37.81	39.70	41.69	43.77	45.96
73	Annual	80,615	84,646	88,878	93,322	97,988
	Hrly	38.76	40.70	42.73	44.87	47.11
74	Annual	82,630	86,762	91,100	95,655	100,438
	Hrly	39.73	41.71	43.80	45.99	48.29
75	Annual	84,696	88,931	93,377	98,046	102,949
	Hrly	40.72	42.76	44.89	47.14	49.49
76	Annual	86,813	91,154	95,712	100,497	105,522
	Hrly	41.74	43.82	46.02	48.32	50.73
77	Annual	88,984	93,433	98,105	103,010	108,160
	Hrly	42.78	44.92	47.17	49.52	52.00
78	Annual	91,208	95,769	100,557	105,585	110,864
	Hrly	43.85	46.04	48.34	50.76	53.30
79	Annual	93,489	98,163	103,071	108,225	113,636
	Hrly	44.95	47.19	49.55	52.03	54.63
80	Annual	95,826	100,617	105,648	110,930	116,477
	Hrly	46.07	48.37	50.79	53.33	56.00
81	Annual	98,221	103,132	108,289	113,704	119,389
	Hrly	47.22	49.58	52.06	54.67	57.40
82	Annual	100,677	105,711	110,996	116,546	122,373
	Hrly	48.40	50.82	53.36	56.03	58.83
83	Annual	103,194	108,354	113,771	119,460	125,433
	Hrly	49.61	52.09	54.70	57.43	60.30

MCPE Pay Matrix - 2026

Reflects a 3% COLA effective January 4, 2026

Grade	Pay Rate	Steps				
		A	B	C	D	E
84	Annual	105,774	111,062	116,616	122,446	128,569
	Hrly	50.85	53.40	56.07	58.87	61.81
85	Annual	108,418	113,839	119,531	125,507	131,783
	Hrly	52.12	54.73	57.47	60.34	63.36
86	Annual	111,129	116,685	122,519	128,645	135,077
	Hrly	53.43	56.10	58.90	61.85	64.94
87	Annual	113,907	119,602	125,582	131,861	138,454
	Hrly	54.76	57.50	60.38	63.39	66.56
88	Annual	116,754	122,592	128,722	135,158	141,916
	Hrly	56.13	58.94	61.89	64.98	68.23
89	Annual	119,673	125,657	131,940	138,537	145,464
	Hrly	57.54	60.41	63.43	66.60	69.93
90	Annual	122,665	128,798	135,238	142,000	149,100
	Hrly	58.97	61.92	65.02	68.27	71.68
91	Annual	125,732	132,018	138,619	145,550	152,828
	Hrly	60.45	63.47	66.64	69.98	73.47
92	Annual	128,875	135,319	142,085	149,189	156,648
	Hrly	61.96	65.06	68.31	71.73	75.31
93	Annual	132,097	138,702	145,637	152,919	160,565
	Hrly	63.51	66.68	70.02	73.52	77.19
94	Annual	135,399	142,169	149,278	156,742	164,579
	Hrly	65.10	68.35	71.77	75.36	79.12
95	Annual	138,784	145,724	153,010	160,660	168,693
	Hrly	66.72	70.06	73.56	77.24	81.10

APPENDIX B
Confidential Employees

Persons holding any of the following positions are “confidential employees” as described in this Memorandum of Understanding between the County of Mono and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO.

POSITION	OFFICE
Administrative Services Specialist	County Administrative Office and County Counsel
Fiscal and Technical Specialist	County Administrative Office and County Counsel