



# **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 3, 2024**

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### **TRIBAL LAND ACKNOWLEDGMENT**

*In respect to the Indigenous People and Tribal Elders, past, and present, the Bridgeport Indian Colony, Mono Lake Kutzadika Tribe, and Utu Utu Gwaitu Tribe are the indigenous People who live within this, their ancestral homeland from time immemorial to the present and have been the caretakers of these lands, waters, and all natural resources for the benefit of the environment and of all living things. We who live in Mono County offer this land acknowledgment with a spirit of mutual respect and collaboration.*

### **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. Absent participation by a member of the Board under AB 2449, the Zoom Webinar is provided as a courtesy participation method but is not guaranteed.

Members of the public may participate in person at the above listed locations, or, if available, via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

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

Visit <https://monocounty.zoom.us/j/86184622677> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 861 8462 2677.

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

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

Dial (669) 900-6833, then enter Zoom Webinar 861 8462 2677

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

Additionally, if available, you may view the live stream of the meeting by visiting:

[https://monocounty.granicus.com/MediaPlayer.php?publish\\_id=714fe04d-98f2-4e11-b476-233e3caea796](https://monocounty.granicus.com/MediaPlayer.php?publish_id=714fe04d-98f2-4e11-b476-233e3caea796)

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

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

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

9:00 AM      Call meeting to Order

Pledge of Allegiance

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

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

**2.            RECOGNITIONS - NONE**

**3.            COUNTY ADMINISTRATIVE OFFICER**

CAO Report regarding Board Assignments

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

**4.            DEPARTMENT/COMMISSION REPORTS**

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

**5.            CONSENT AGENDA**

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

**A.          2024-25 Transitional Age Youth (TAY) Program Allocation for the Transitional Housing Program (THP) Grant Award Round 6**

Departments: Health and Human Services

Proposed resolution authorizing the application, acceptance, and execution of the County allocation award under Round 6 of the Transitional Housing Program by the Health and Human Services Director.

**Recommended Action:** Adopt proposed resolution.

**Fiscal Impact:** Grant revenue in the amount of \$3,331 and related grant expenditure in the amount of \$3,331 in the Health and Human Services Department.

**B. Grant Funding for Solid Waste Disposal and Co-disposal Site Cleanup Program Resolution**

Departments: Public Works Solid Waste

Authorize the Public Works Assistant Director to prepare and submit grant applications to meet the closure requirements at Benton Crossing Landfill in accordance with applicable regulatory standards.

**Recommended Action:** Adopt proposed resolution.

**Fiscal Impact:** If approved this grant could offset costs incurred by up to \$750,000 annually.

**C. Revision for Minute Order of Two Sheriff Search and Rescue Purchases**

Departments: Public Works Fleet

Replacement of two trucks under the Sheriff's Department Search and Rescue Division to reflect change in model.

**Recommended Action:** Approve the purchase of two new vehicles along with all up fittings required on behalf of the Sheriff's department for the Search and Rescue division in an amount not to exceed \$220,000. Authorize the Public Works Director to sign all required contracts and documents for the above purchase. Edited to reflect change from two new 2024 Ford F450 vehicles to one new Ford F450 and one Chevrolet Silverado.

**Fiscal Impact:** Not to exceed \$220,000 out of the Motor Pool Fund. Motor Pool has sufficient funds available to cover the purchase.

**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. Letter of Support - SCALE Project: Micro-Grants to Benefit the Eastern Sierra Sustainable Recreation Partnership (ESSRP)**

Departments: Clerk of the Board

Mono County letter of support for the Mammoth Lakes Trials and Public Access Foundation (MLTPA).

**B. Letter of Support - Secure Rural Schools Reauthorization Act (S.2581)**

Departments: Clerk of the Board

Mono County letter of support for S.2581, the Secure Rural Schools Reauthorization Act of 2023.

**7. REGULAR AGENDA - MORNING**

**A. Update on Avian Influenza**

Departments: Health and Human Services

15 minutes

(Dr. Tom Boo, Mono County Public Health Public Health Officer) - Avian influenza (H5N1 aka highly pathogenic avian influenza (HPAI)) activity continues to increase in California, primarily in the animal agriculture sector (dairy cattle and different poultry flocks) in the Central Valley. Mammoth wastewater sampling, conducted by Public Health, recently detected the presence of H5N1. Mono County Public Health Officer, Dr. Tom Boo, will provide a general update on Avian Influenza including the status of current wastewater sampling results.

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

**Fiscal Impact:** None.

**B. A Resolution Adopting an Emergency Communication Policy for Multilingual Populations**

Departments: Emergency Management, CAO, and County Counsel

10 minutes

(Chris Mokracek, Emergency Management Director) - This policy aims to ensure equitable, timely, and accurate emergency communication to non-English-speaking residents, specifically addressing the Spanish-speaking community, which comprises over 5% of the Mono County population, as determined by recent demographic assessments. Effective January 1, 2025, under AB 1638, this policy mandates clear and culturally appropriate information dissemination in emergencies.

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

**Fiscal Impact:** Unknown at this time, as a State mandated requirement reimbursement may be available.

**C. Agreement for Investment Advisory and Management Services**

Departments: Finance

15 minutes

(Janet Dutcher, Finance Director and County Treasurer) - Approve the award of an investment management agreement with Chandler Asset Management to provide investment advisory and management services to the County Treasurer on behalf of the County's investment pool beginning December 3, 2024, and continuing until terminated, and authorize the County Treasurer to sign the



agreement.

**Recommended Action:** Approve the investment management agreement with Chandler Asset Management, effective beginning December 3, 2024, and authorize the County Treasurer to sign the agreement on behalf of the County.

**Fiscal Impact:** The cost of this agreement is based on the monthly average balance of nonliquid investments under management based on a variable percentage. A rough estimate of the annual cost, assuming \$130 million of investments under management, is \$86,000, which includes an additional \$13,000 for reporting services on liquid assets. These costs are a charge against investment earnings prior to apportionment to investment pool participants.

**D. Deputy Sheriff's Association Memorandum of Understanding**

Departments: Human Resources

10 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Proposed resolution adopting and approving a Memorandum of Understanding (MOU) between Mono County and the Mono County Deputy Sheriffs' Association.

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

**Fiscal Impact:** On a calendar year basis, approximately \$275,000 in 2025, \$378,000 in 2026, and \$483,000 in 2027. Total impact is approximately \$1,136,000 or 10.1% increase in total compensation. These amounts were not included in the Sheriff's adopted patrol budget for fiscal year 2024-25.

**E. Employment Agreement - Environmental and Transportation Engineer**

Departments: Public Works Engineering Division

5 minutes

(Paul Roten, Public Works Director) - Proposed resolution to approve the Agreement Regarding Terms and Conditions of Employment of Chad Senior as Environmental and Transportation Engineer for Mono County, prescribing the compensation, appointment, and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve proposed Resolution. 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 this fiscal year is \$105,924, of which \$75,997 is salary and \$29,927 is benefits. The annual cost will be \$190,454, of which \$136,645 is salary and \$53,809 is benefits. The fiscal impact of this item is included in the Public Works FY 2024-25 adopted budgets.

**F. Employment Agreement - Project Manager**

Departments: Public Works

5 minutes

(Paul Roten, Public Works Director) - Proposed Resolution of the Mono County Board of Supervisors Approving an Agreement Prescribing the Compensation, Appointment and Conditions of Employment of Robert Makoske.

**Recommended Action:** Announce Fiscal Impact. Approve proposed Resolution. 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 this fiscal year is \$70,153, of which \$48,988 is salary and \$21,165 is benefits. The annual cost will be \$126,137, of which \$88,082 is salary and \$38,055 is benefits. The fiscal impact of this item is included in the Public Works FY 2024-25 adopted budgets.

**G. Solid Waste Program and State of Solid Waste Budget**

Departments: Public Works - Solid Waste

30 minutes

(Paul Roten, Public Works Director) - Presentation to provide information to the Board about the state of the Budget of the Public Works - Solid Waste Division.

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

**Fiscal Impact:** None.

**H. Mono County Jail Update**

Departments: Public Works

5 minutes

(Paul Roten, Public Works Director) - Mono County Jail update.

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

**Fiscal Impact:** None.

**8. CLOSED SESSION**

**A. Closed Session - Anticipated Litigation**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.  
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One.

**B. Closed Session - Labor Negotiations**

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

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

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

**9. BOARD MEMBER REPORTS**

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

**A. Board Member and Board Ad Hoc Reports**

- Board Ad Hoc Arts Committee (CAO, Chair Peters, Supervisor Salcido)
- Board Chambers Ad Hoc Committee (COB, Chair Peters, Supervisor Salcido)
- Housing Ad Hoc Committee (Supervisor Gardner and Supervisor Kreitz)
- Tax Sharing Ad Hoc Committee (Supervisor Salcido and Supervisor Gardner)

**ADJOURN**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 3, 2024

**Departments:** Health and Human Services

**TIME REQUIRED**

**SUBJECT** 2024-25 Transitional Age Youth  
(TAY) Program Allocation for the  
Transitional Housing Program (THP)  
Grant Award Round 6

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Proposed resolution authorizing the application, acceptance, and execution of the County allocation award under Round 6 of the Transitional Housing Program by the Health and Human Services Director.

### RECOMMENDED ACTION:

Adopt proposed resolution.

### FISCAL IMPACT:

Grant revenue in the amount of \$3,331 and related grant expenditure in the amount of \$3,331 in the Health and Human Services Department.

**CONTACT NAME:** Kathryn Peterson

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

### SEND COPIES TO:

kpeterson@mono.ca.gov, mraust@mono.ca.gov,  
sbutters@mono.ca.gov

### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

### ATTACHMENTS:

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

History

Time	Who	Approval
11/19/2024 1:00 PM	County Counsel	Yes
11/20/2024 8:20 AM	Finance	Yes
11/21/2024 4:46 PM	County Administrative Office	Yes



## MONO COUNTY HEALTH AND HUMAN SERVICES

### Public Health Division

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

DATE: December 3, 2024

TO: Mono County Board of Supervisors

FROM: Kathryn Peterson, Director of Health and Human Services

SUBJECT: **2024-25 Transitional Age Youth (TAY) Program Allocation for the Transitional Housing Program (THP) Grant Award Round 6**

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The California Department of Housing and Community Development has issued a notice of available allocation of funding through the Transitional Age Youth (TAY) Program for the Transitional Housing Program (THP).

The THP program allocates grants to counties based on each county's percentage of the total statewide number of young adults aged 18 to 24 years, inclusive, in foster care or probation systems.

The THP program funds shall be used to help young adults who are 18 to 24 years of age, inclusive, secure and maintain housing with priority given to young adults formerly in the state's foster care or probation systems. Use of funds may include, but are not limited to:

1. Identify and assist housing services for this population in your community;
2. Assist this population to secure and maintain housing (with priority given to those in the state's foster care or probation system);
3. Improve coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care; and
4. Provide engagement in outreach and targeting to serve those with the most severe needs.

Health and Human Services would like to accept the allocation award in the amount of \$3,331 to carry out activities under the grant. If funds remain available for allocation after the State deadline for submission of signed forms by eligible entities, then the County may be allocated additional funds up to an additional \$3,331.

Please don't hesitate to contact me if you have questions.

***Transitional Housing Program (THP)  
Round 6 Allocation Acceptance Form***

***Housing Navigation and Maintenance Program (HNMP)  
Round 3 Allocation Acceptance Form***



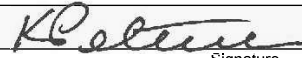
**Gavin Newsom, Governor  
State of California**

**Tomiquia Moss, Secretary  
Business, Consumer Services and  
Housing Agency**

**Gustavo Velasquez, Director  
Department of Housing and  
Community Development**

**651 West Bannan Street, 8th floor  
Sacramento, CA 95811  
Telephone: (916) 263-2771  
Website: [www.hcd.ca.gov](http://www.hcd.ca.gov)  
Email: [TAY@hcd.ca.gov](mailto:TAY@hcd.ca.gov)**

**October 2024**

Transitional Housing Program (THP) Allocation Acceptance Round 6										Rev. 10/09/24		
County Allocation (select Applicant County in row 7 below):										\$3,331		
Pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2024 (Chapter 22 of the Statutes of 2024) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) shall allocate funding to counties for the purpose of housing stability to help young adults 18 to 24 years of age, inclusive, secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems.												
Housing First												
The Contractor shall certify to employ the core components of Housing First, pursuant to Welfare and Institutions Code Section 8255.												
Allocation Applicant												
Allocation Applicant is a County										Yes		
Pursuant to Section 50807(b) of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to develop a formula allocation schedule for the purpose of distributing these funds to counties. The allocation is based on each county's percentage of the total statewide number of young adults 18 through 20 years of age in foster care and homeless unaccompanied young adults (ages 18 through 24).												
Applicant County		Mono County										
Legal name of Applicant as stated on resolution: County of Mono												
Address		1290 Tavern Road, PO Box 2969				City		Mammoth Lakes		State CA Zip 93546		
Auth Rep Name		Kathryn Peterson		Title		Health and Human Services		Auth Rep Email		kpeterson@mono.ca.gov		
Contact Name		Kathryn Peterson		Title		Health and Human Services Director		Email		kpeterson@mono.ca.gov		
Address		1290 Tavern Road, PO Box 2969				City		Mammoth Lakes		State CA Zip 93546		
Federal Tax ID Number (FEIN)		95-6005661										
Administrative Fiscal Representative												
Legal Name		County of Mono				Contact Name		Stephanie Butters		Contact Email sbutters@mono.ca.gov		
Phone		760-932-5587		Address		37 Emigrant Street, PO Box 476				City Bridgeport State CA Zip 93517		
File Name:		App Resolution		Reference sample resolution document						Attached to email?		No
File Name:		App GovTIN Form		Reference Taxpayer Identification Number (TIN) document						Attached to email?		Yes
Use of Funds												
Funds shall be used to help young adults who are 18 to 24 years of age, inclusive, secure and maintain housing with priority given to young adults formerly in the state's foster care or probation systems. Use of funds may include, but are not limited to:												
1) Identify and assist housing services for this population in your community;												
2) Assist this population to secure and maintain housing (with priority given to those in the state's foster care or probation system);												
3) Improve coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care; and												
4) Provide engagement in outreach and targeting to serve those with the most severe needs.												
Expenditure of Funds												
Any grant funds remaining unexpended as of two years from the "Effective Date" of the fully executed Standard Agreement as stated in the STD 213, paragraph 2, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 651 Bannon Street, 8th floor, Sacramento CA 95811 and must reference the Contract Number.												
Allocation Acceptance Requirements												
In order to accept and receive an allocation, applicants must submit the following: 1. Signed Allocation Acceptance form, 2. GovTIN Form, and 3. Signed Resolution. If Signed Resolution is not available by submittal date please include the scheduled date of Board of Supervisors meeting and anticipated date the Signed Resolution will be submitted to the Department. The Department will only accept applications electronically via email no later than 5:00 p.m. on:												
Friday, November 8, 2024												
HCD will only accept applications electronically at the following email address:												
TAY@hcd.ca.gov												
Reporting Requirements												
Applicant acknowledges and agrees to submit an bi-annual report to the Department for the two years following contract execution addressing the following:										Yes		
A. Number of program participants served who were homeless at time of program entry;												
B. Number of program participants served who were in the State's foster care system;												
C. Number of program participants served who were formerly in the State's foster care or probation systems;												
D. Number of program participants who exited homelessness into temporary housing;												
E. Number of program participants who exited homelessness into permanent housing;												
F. Itemization on use of program fund expenditures;												
G. Who were the housing navigators or other subcontractor(s)?												
H. Subpopulation data including:												
1.Number of participants that are employed;												
2.Number of participants identified as LGBTQ+;												
3.Number of participants having a disability;												
4.Number of participants with minor children in the household; and,												
5.Average number of children per household.												
Certification												
On behalf of the entity identified in the signature block below, I certify that:												
The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct.												
I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above.												
In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.												
Kathryn Peterson		Health and Human Services Director								11/18/2024		
Printed Name		Title of Signatory				Signature				Date		
Name:		Kathryn Peterson				Phone Number:				760-924-1763		
Address:		1290 Tavern Road				City:		Mammoth Lakes		State: CA Zip: 93546		





R24-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE APPLICATION, ACCEPTANCE, AND EXECUTION OF THE  
COUNTY ALLOCATION AWARD UNDER ROUND 6 OF THE TRANSITIONAL  
HOUSING PROGRAM BY THE HEALTH AND HUMAN SERVICES DIRECTOR**

**WHEREAS**, the State of California, Department of Housing and Community Development (“Department”) issued an Allocation Acceptance Form (the “THP Allocation Acceptance Form”), dated October 9, 2024 under Round 6 of the Transitional Housing Program (“THP”), authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2024 (Chapter 22 of the Statutes of 2024) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code; and,

**WHEREAS**, the Department’s Allocation Acceptance Form relates to the availability of the funds under the THP Program; and,

**WHEREAS**, the County of Mono (“County”) is listed as an eligible applicant in the THP Allocation Acceptance Form, dated October 9, 2024,

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

**SECTION 1.** That County is hereby authorized and directed to apply for and accept County’s allocation award, as detailed in the THP Allocation Acceptance Form, in the amount of \$3,331 detailed and authorized in the THP Allocation Acceptance Form at the time this resolution is executed and authorized.

**SECTION 2.** That County hereby affirms that if THP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the THP program, the County is hereby authorized and directed to accept this additional allocation of funds (“Additional THP Allocation”) up to the amount authorized by Department but not to exceed \$6,662.

**SECTION 3.** That the Health and Human Services Director, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the THP Allocation Award and any Additional THP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the THP Program, including but not limited to a Standard Agreement, be awarded the THP Allocation Award, and any additional THP Allocation, and any amendments to such documents (collectively, the “THP Allocation Award Documents”).

1 **SECTION 4.** That County shall be subject to the terms and conditions that are specified in the  
2 THP Allocation Award Documents, and that County will use the THP Allocation Award funds,  
3 and any additional THP Allocation funds, in accordance with the Allocation Acceptance Form,  
4 the THP Allocation Award Documents, and any subsequent amendments or amendment thereto,  
as well as any and all other THP requirements, or other applicable laws.

5 **SECTION 5.** That County affirms it has the discretion to accept any or all of the THP program  
6 funds as detailed herein.

7 **PASSED, APPROVED and ADOPTED** this 3<sup>rd</sup> day of December 2024, by the following vote,  
8 to wit:

9 **AYES:**

10 **NOES:**

11 **ABSENT:**

12 **ABSTAIN:**

13 /  
14 //  
15 ///  
16 ////

17 \_\_\_\_\_  
18 John Peters, Chair  
19 Mono County Board of Supervisors

20 **ATTEST:**

**APPROVED AS TO FORM:**

21  
22  
23 \_\_\_\_\_  
24 Clerk of the Board

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

25  
26 **STATE OF CALIFORNIA**

27 County of Mono

28 I, Queenie Barnard, County Clerk of the County of Mono, State of California, hereby certify the  
29 above and foregoing to be a full, true and correct copy of a resolution adopted by the County  
Board of Supervisors on this 3rd day of December, 2024

30 Queenie Barnard  
31 Clerk of the County of Mono, State of California

32 By: \_\_\_\_\_  
Queenie Barnard, Clerk-Recorder-Registrar



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 3, 2024

**Departments:** Public Works Solid Waste

**TIME REQUIRED**

**SUBJECT** Grant Funding for Solid Waste  
Disposal and Co-disposal Site  
Cleanup Program Resolution

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Authorize the Public Works Assistant Director to prepare and submit grant applications to meet the closure requirements at Benton Crossing Landfill in accordance with applicable regulatory standards.

### RECOMMENDED ACTION:

Adopt proposed resolution.

### FISCAL IMPACT:

If approved this grant could offset costs incurred by up to \$750,000 annually.

**CONTACT NAME:** Karyn Spears

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

### SEND COPIES TO:

kspears@mono.ca.gov

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

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

### History

Time	Who	Approval
11/19/2024 1:14 PM	County Counsel	Yes
11/21/2024 2:00 PM	Finance	Yes

11/21/2024 5:30 PM

County Administrative Office

Yes



## MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Date: 12-03-2024  
To: Honorable Chair and Members of the Board of Supervisors  
From: Karyn Spears, Assistant Director of Public Works  
Re: Apply for Grant Funding for Solid Waste Disposal and Codisposal Site Cleanup Program

**Background:**

The Department of Resources Recycling and Recovery is offering financial assistance in the form of reimbursement grants up to \$750,000 in matching funds for eligible costs to assist public entities requiring financial assistance to those committed to accelerating the pace of cleanup, restoring sites, and protecting public health and safety, and the environment.

**Discussion:**

The County of Mono would benefit from this grant to assist with the costs associated to close Benton Crossing Landfill in accordance with applicable regulatory standards

Approval of the recommended resolution will allow Public Works to prepare and apply for this grant application to the Department of Resources Recycling and Recovery for Solid Waste Disposal and Codisposal Site Cleanup Program that will provide matched funds to complete the landfill gas monitoring system and final cover.

If the grant is approved, we will be reimbursed for 50% of expenses up to \$750,000 annually.

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

Respectfully submitted,

Karyn Spears  
Assistant Director Public Works

*Karyn Spears*

**Resolution of Mono County authorizing submittal of Individual Grant applications  
and related authorizations  
for all Grant Programs**

**Whereas**, the California Public Resources Code authorizes the Department of Resources Recycling and Recovery (CalRecycle) to administer various Grant Programs; and

**Whereas**, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the Grant Programs; and

**Whereas**, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle Grants.

**Whereas**, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the Grant Programs; and

**Now, therefore, be it resolved** that **Karyn Spears** is authorized to submit an application to CalRecycle for **all Grant Programs offered**.

**Be it further resolved** that the **Assistant Public Works Director**, or their designee, are hereby authorized as Signature Authority to execute in the name of **Karyn Spears** all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant project.

**Be it further resolved** that these authorizations are effective for five years from the date of adoption.

Date Adopted (**Date**)

Certified by (**Name(s) and Signature(s)**)



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 3, 2024

**Departments: Public Works Fleet**

**TIME REQUIRED**

**SUBJECT** Revision for Minute Order of Two  
Sheriff Search and Rescue  
Purchases

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Replacement of two trucks under the Sheriff's Department Search and Rescue Division to reflect change in model.

### RECOMMENDED ACTION:

Approve the purchase of two new vehicles along with all up fittings required on behalf of the Sheriff's department for the Search and Rescue division in an amount not to exceed \$220,000. Authorize the Public Works Director to sign all required contracts and documents for the above purchase. Edited to reflect change from two new 2024 Ford F450 vehicles to one new Ford F450 and one Chevrolet Silverado.

### FISCAL IMPACT:

Not to exceed \$220,000 out of the Motor Pool Fund. Motor Pool has sufficient funds available to cover the purchase.

**CONTACT NAME:** Karyn Spears

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

### SEND COPIES TO:

kspears@mono.ca.gov

### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

### ATTACHMENTS:

Click to download

[SAR Staff Report](#)

#### History

**Time**

11/19/2024 1:15 PM

**Who**

County Counsel

**Approval**

Yes

11/21/2024 1:25 PM

Finance

Yes

11/21/2024 5:32 PM

County Administrative Office

Yes





## MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Date: 12-03-2024  
To: Honorable Chair and Members of the Board of Supervisors  
From: Karyn Spears, Assistant Director of Public Works  
Re: Authorization for 2 Sheriff SAR Truck Purchases Revised

**Background:**

The Sheriff's Department SAR team has two trucks that have exceeded their useful operating age.

**Discussion:**

The Sheriff is requesting to replace these vehicles with 2 new SAR trucks. One will be a Ford F450 and the second will be a Chevy Silverado. The purchases would include a "turnkey" installation of light bars, protective cages, radios, strobe lights, and other necessary equipment. This ensures quality installation and reduces the potential for future installation related problems.

This approval is to update the minute order approved on 10/12 to reflect the change in Make and Model of the second vehicle.

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

Respectfully submitted,

Karyn Spears  
Assistant Director Public Works

*Karyn Spears*



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 3, 2024

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Letter of Support - SCALE Project:  
Micro-Grants to Benefit the Eastern  
Sierra Sustainable Recreation  
Partnership (ESSRP)

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Mono County letter of support for the Mammoth Lakes Trials and Public Access Foundation (MLTPA).

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:**

**PHONE/EMAIL:** /

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

Click to download

☐ [Letter of Support - executed](#)

### History

Time	Who	Approval
11/19/2024 1:14 PM	County Counsel	Yes
11/20/2024 8:20 AM	Finance	Yes
11/21/2024 5:31 PM	County Administrative Office	Yes



Jennifer Kreitz~District One   Rhonda Duggan~District Two   Bob Gardner~District Three  
John Peters~District Four   Lynda Salcido~District Five

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

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

[BOS@mono.ca.gov](mailto:BOS@mono.ca.gov)

*Queenie Barnard, Clerk of the Board*

November 12, 2024

Sierra Institute for Community and Environment  
4438 Main Street  
PO Box 11  
Taylorsville, CA 95983

Attn: Zach Browning, Bella Bledsoe

RE: Letter of Support for "SCALE Project: Micro-Grants" to Benefit the ESSRP

Dear Zach / Bella:

On behalf of Mono County Board of Supervisors, we are writing today to express support for the Mammoth Lakes Trails and Public Access Foundation (MLTPA) and its funding proposal to the Sierra Institute for Community and Environment Program to benefit the Eastern Sierra Sustainable Recreation Partnership (ESSRP).

Formalized in 2018, the ESSRP is an established collaborative of public agencies in Eastern Sierra supported through the voluntary efforts of MLTPA. Partners in the ESSRP represent over 17,000 square miles of California's public landscape, including three California counties, two regions and two units of the U.S. Forest Service, the regional field office of the Bureau of Land Management, six units of the National Park Service, and ongoing outreach and communications with regional tribes. The ESSRP is a direct outcome of the management planning process for the Inyo National Forest, completed in 2019, and the Eastern Sierra Recreation Collaborative (ESRC), an effort funded by MLTPA and the National Forest Foundation.

MLTPA voluntarily provides capacity and technical support for the ESSRP. These services include the ongoing coordination and outreach to ESSRP partner representatives; agendas, convening, facilitation, presentations, list management, research, and coordination of special guests for monthly ESSRP meetings; regular updating of the ESSRP webpage, [essrp.org](http://essrp.org), including coordination of content of regional interest such as the "CAMP Like A Pro" program, the "Towns to Trails" alignment development, and Recreate Responsibly messaging; and the drafting, circulation, final edits, and final signatures to a new binding document, the "ESSRP MOU," that has been requested by the ESSRP to replace the current U.S. Forest Service non-funded challenge cost share agreement.

The ESSRP looks forward to strengthening its capacity and moving work forward across all of our jurisdictional boundaries, and with multiple opportunities in mind, we strongly support MLTPA's funding for support of the ESSRP through the Sierra Institute's SCALE microgrant opportunity.

Sincerely,

A handwritten signature in black ink, appearing to be 'JP' or 'John Peters', written in a cursive style.

John Peters  
Board Chair  
Mono County Board of Supervisors



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 3, 2024

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Letter of Support - Secure Rural  
Schools Reauthorization Act (S.2581)

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Mono County letter of support for S.2581, the Secure Rural Schools Reauthorization Act of 2023.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

Click to download

[Letter of Support - the Secure Rural Schools Reauth](#)

### History

Time	Who	Approval
11/26/2024 8:10 AM	County Counsel	Yes
11/26/2024 5:08 AM	Finance	Yes
11/26/2024 8:58 AM	County Administrative Office	Yes



Jennifer Kreitz-District One   Rhonda Duggan-District Two   Bob Gardner-District Three  
John Peters-District Four   Lynda Salcido-District Five

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## BOARD OF SUPERVISORS COUNTY OF MONO

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

[BOS@mono.ca.gov](mailto:BOS@mono.ca.gov)

*Queenie Barnard, Clerk of the Board*

November 18, 2024

The Honorable Kevin Kiley  
United States House of Representatives  
1032 Longworth House Office Building  
Washington, DC 20515

RE: Letter of Support for S.2581, the Secure Rural Schools Reauthorization Act of 2023

Dear Congressman Kiley,

On behalf of the 13,000 residents in Mono County and the National Association of Counties (NACo), we urge the passage of S.2581, the *Secure Rural Schools Reauthorization Act of 2023*. S.2581 would reauthorize the Secure Rural Schools (SRS) program, extending it through 2026 and ensuring that local governments in forested counties continue to have a crucial reliable funding stream.

The SRS program provides critical funding to national forest counties to finance numerous critical services, including infrastructure, conservation projects, search and rescue missions, fire prevention programs and education services. In Mono County our schools rely heavily on this funding to provide educational programs and supports to students not otherwise funded directly. In remote and rural areas access to programs and expertise is extremely limited and there is a large challenge with funding being based on student numbers when in reality sites and programs all have a base cost to run, regardless of number of students present. Both of our small rural school districts also rely on this funding for transportation costs. Funding for transportation for schools has been drastically reduced and this funding helps our schools to continue to transport students safely. One of our Districts with a student population of 400 and a small budget covers over 3,000 square miles and the SRS funding is a vital support to get students to and from school.

If Congress fails to renew its long-standing federal obligation to forest counties and the lands managed by the federal government by not reauthorizing the SRS program, over

700 counties across the United States would face dramatic budgetary shortfalls. Authorization for SRS last lapsed in FY 2016 and as a result federal forest payments to counties decreased by over 80 percent.

Historically, rural counties have relied on a share of receipts from local timber harvests to supplement local funding for education services and roads. During the 1980s, national policies substantially diminished the revenue-generating activity permitted on these forests. The resulting steep decline in timber sales decreased the revenues that rural counties and school districts received from forest management activities. In response to this decline, SRS was first enacted in 2000 to stabilize payments to counties and compensate for lost revenues.

SRS was last reauthorized on February 15, 2021, for FYs 2021 through 2023. In April 2023, the U.S. Forest Service and Bureau of Land Management distributed \$270 million to over 700 counties, parishes and boroughs. In April 2024, the U.S. Forest Service announced \$232 million in SRS funds to be distributed to counties. Ensuring these funds continue to be distributed to federal forest counties will allow counties to fund essential government services fully – those mandated by federal and state laws – such as education, emergency services, transportation infrastructure and law enforcement.

Thank you for your continued service to Mono County and our residents. We thank you for your partnership and respectfully ask that you swiftly pass S.2581.

Sincerely,



[John Peters \(Nov 18, 2024 14:04 PST\)](#)

John Peters  
Board Chair  
Mono County Board of Supervisors



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 3, 2024

**Departments: Health and Human Services**

**TIME REQUIRED** 15 minutes

**SUBJECT** Update on Avian Influenza

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Dr. Tom Boo, Mono County Public  
Health Public Health Officer

### AGENDA DESCRIPTION:

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

Avian influenza (H5N1 aka highly pathogenic avian influenza (HPAI)) activity continues to increase in California, primarily in the animal agriculture sector (dairy cattle and different poultry flocks) in the Central Valley. Mammoth wastewater sampling, conducted by Public Health, recently detected the presence of H5N1. Mono County Public Health Officer, Dr. Tom Boo, will provide a general update on Avian Influenza including the status of current wastewater sampling results.

### RECOMMENDED ACTION:

None, information only.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Tom Boo, Mono County Public Health Officer or Kathy Peterson, HHS Director

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

Click to download
<a href="#">staff report</a>

### History

Time	Who	Approval
11/22/2024 11:36 AM	County Counsel	Yes
11/26/2024 5:10 AM	Finance	Yes



11/26/2024 8:59 AM

County Administrative Office

Yes



## **MONO COUNTY HEALTH AND HUMAN SERVICES**

### **Public Health Division**

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

DATE: November 21, 2024

TO: Mono County Board of Supervisors

FROM: Tom Boo, MD, Mono County Public Health Officer

SUBJECT: Avian Influenza Update

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Avian influenza (H5N1 aka highly pathogenic avian influenza (HPAI)) activity continues to increase in California, primarily in the animal agriculture sector (dairy cattle and different poultry flocks) in the Central Valley. The state recently announced the first pediatric case, a preschooler from the Bay Area. Our Mammoth wastewater surveillance has recently detected H5N1, first on November 13, 2024, and again on November 15, 2024.

There is no evidence of significant illness in the community that would be consistent with avian influenza. The state believes that wastewater detections such as ours are probably attributable to people disposing of milk into the wastewater system. That seems plausible in this situation, but we cannot rule out the possibility that the wastewater detection represents human infection.

We have notified local healthcare workers of the wastewater detection so that they keep the possibility of avian influenza in mind, and out of an abundance of caution are asking that all positive local flu tests be sent to reference labs for subtyping, to rule out avian influenza.

I will provide updates to the Board at the December 3, 2024, board meeting on current avian influenza activity. In the meantime, please don't hesitate to contact me with any questions.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 3, 2024

**Departments:** Emergency Management, CAO, and County Counsel

**TIME REQUIRED** 10 minutes

**SUBJECT** A Resolution Adopting an Emergency  
Communication Policy for Multilingual  
Populations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Chris Mokracek, Emergency  
Management Director

### AGENDA DESCRIPTION:

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

This policy aims to ensure equitable, timely, and accurate emergency communication to non-English-speaking residents, specifically addressing the Spanish-speaking community, which comprises over 5% of the Mono County population, as determined by recent demographic assessments. Effective January 1, 2025, under AB 1638, this policy mandates clear and culturally appropriate information dissemination in emergencies.

### RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

### FISCAL IMPACT:

Unknown at this time, as a State mandated requirement reimbursement may be available.

**CONTACT NAME:** Chris Mokracek

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

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

### History

Time

11/19/2024 2:46 PM

Who

County Counsel

Approval

Yes

11/21/2024 1:30 PM	Finance	Yes
11/21/2024 5:07 PM	County Administrative Office	Yes



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

ASSISTANT COUNTY ADMINISTRATIVE OFFICER  
Christine Bouchard

**Date:** December 3, 2024

**BOARD OF SUPERVISORS**

**CHAIR**

John Peters / District 4

**VICE CHAIR**

Lynda Salcido / District 5

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Bob Gardner / District 3

**COUNTY DEPARTMENTS**

**ASSESSOR**

Hon. Barry Beck

**DISTRICT ATTORNEY**

Hon. David Anderson

**SHERIFF / CORONER**

Hon. Ingrid Braun

**BEHAVIORAL HEALTH**

Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Queenie Barnard

**COUNTY COUNSEL**

Chris Beck

**ECONOMIC DEVELOPMENT**

Liz Grans "Interim"

**EMERGENCY MEDICAL**

**SERVICES**

Bryan Bullock

**FINANCE**

Janet Dutcher, DPA, MPA,  
CGFM, CPA

**HEALTH AND HUMAN**

**SERVICES**

Kathryn Peterson

**INFORMATION**

**TECHNOLOGY**

Mike Martinez

**PROBATION**

Karin Humiston

**PUBLIC WORKS**

Paul Roten

**To:** Honorable Board of Supervisors

**From:** Chris Mokracek, Director of Emergency Management

**Subject:** Emergency Communication Policy for Multilingual Populations in Mono County

**Strategic Plan Focus Area(s) Met**

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

**Discussion:**

This policy aims to ensure equitable, timely, and accurate emergency communication to non-English-speaking residents, specifically addressing the Spanish-speaking community, which comprises over 5% of the Mono County population, as determined by recent demographic assessments. Effective January 1, 2025, under AB 1638, this policy mandates clear and culturally appropriate information dissemination in emergencies.

**Key Components of the Policy:**

- 1. Language Needs Assessment:** Mono County will conduct a language needs assessment every five years to ensure the policy addresses current linguistic demographics. Initial findings show a substantial Spanish-speaking population, establishing a clear need for emergency information in Spanish.
- 2. Emergency Information Dissemination:** County agencies will distribute high-quality, timely, and accurate emergency information in Spanish during urgent situations, matching the quality of information provided in English. Culturally sensitive messaging will ensure relevance and clarity.
- 3. Qualified Multilingual Personnel:** County agencies will recruit or collaborate with culturally competent personnel proficient in Spanish. Training will be provided for emergency responders and public information officers in multilingual and culturally competent communication.
- 4. Diverse Communication Channels:** The policy advocates using varied communication methods, such as text alerts, social media, and local partnerships, to reach

non-English speakers effectively. Agencies will work with local media and community organizations to extend outreach.

5. **Ongoing Monitoring and Reporting:** Beginning in 2027, the Office of Planning and Research will survey local agencies every three years to ensure compliance with AB 1638. Agencies will maintain records of their multilingual communication efforts and periodically assess and refine these strategies.
6. **Community Engagement:** To build trust, agencies will regularly engage with non-English-speaking communities, ensuring they know about available resources. This outreach includes non-emergency information, such as preparedness guides, to empower communities before emergencies arise.
7. **Integration in Emergency Plans:** Multilingual communication will be integrated into emergency planning and response, coordinating with other emergency services and community organizations for a unified approach.

Adopting this policy demonstrates Mono County's commitment to inclusivity, ensuring that non-English-speaking residents receive lifesaving information without delay or miscommunication. By meeting AB 1638 requirements, the county strengthens its emergency response capabilities, reducing the vulnerability of its diverse communities. Clear communication is essential to minimize risks and enhance overall public safety, fostering greater resilience and community trust.



R24-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS ADOPTING AN EMERGENCY COMMUNICATION  
POLICY FOR MULTILINGUAL POPULATIONS**

**WHEREAS**, Assembly Bill 1638 requires that by January 1, 2025, in the event of an emergency within the jurisdiction of a local agency that provides emergency response services and that serves a population within which 5% or more of the people speak English less than “very well” according to American Community Survey data and jointly speak a language other than English, that the local agency provide information related to the emergency in English and in all languages spoken jointly by the 5% or more of the population that speaks English less than “very well”; and

**WHEREAS**, Assembly Bill 1638 further requires that the local agency to determine which languages are spoken jointly by 5% or more of the population in its jurisdiction and to reassess data determining those languages every 5 years.

**WHEREAS**, according to data from the American Community Survey, an estimated 25% of Mono County residents over the age of five speak a language other than English, and 10.3% of Mono County residents speak English less than “very well”; and

**WHEREAS**, using data from the US Census Bureau-American Community Survey, Mono County has determined that the languages jointly spoken by the 17.18% of residents are Spanish, followed by Indo-European at 4.19%, and Asian and Pacific Island at 3.59%.

**WHEREAS**, Mono County wishes to adopt a policy to ensure that both the requirements of Assembly Bill 1638 are met and that the residents of Mono County are provided critical emergency services information in a language accessible to them.

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

The Emergency Communication Policy for Multilingual Populations, attached hereto as Exhibit A, is hereby adopted and effective as of the date of this Resolution.

**PASSED, APPROVED and ADOPTED** this 3rd day of December, 2024, by the following vote, to wit:

**AYES:**

**NOES:**

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**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
John Peters, Chair  
Mono County Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



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# **EXHIBIT A**

## **Mono County Office of Emergency Management**

### **Emergency Communication Policy for Multilingual Populations**

**Purpose:** To ensure that emergency management and emergency responders provide equitable, timely, and accurate information to non-English-speaking populations during emergencies, as required by Assembly Bill (AB) 1638, effective January 1, 2025. This policy applies to all Mono County agencies providing emergency services, such as the Sheriff's Department and Mono County Emergency and Medical Services.

#### **1. Language Data Assessment**

- The Office of Emergency Management has assessed the language needs using data from the American Community Survey (ACS). The assessment determined that more than 5% of the population within Mono County speaks fluent Spanish.
- This assessment will be conducted every five years to ensure the county is identifying the correct populations for language support.
- Emergency services information will be available in Spanish.

#### **2. Emergency Information Dissemination**

- During emergencies (including natural disasters, public safety incidents, and other urgent situations), county agencies, through the Office of Emergency Management, will provide emergency-related information in the identified non-English languages, primarily Spanish.
- Information will be of equal quality to what is provided in English, ensuring clarity, accuracy, and timeliness.
- Agencies will use culturally competent communication, ensuring that messaging resonates with the unique needs of non-English-speaking communities.

#### **3. Use of Culturally Competent and Qualified Personnel**

- The Office of Emergency Management will collaborate with other County agencies, such as Health and Human Services, Emergency Medical Services, and the Mono County Sheriff's Office, and will use agency relationships within community with the necessary cultural competencies and language skills to effectively communicate with populations speaking Spanish.
- Designated emergency responders and public information officers will undergo regular training in cultural competency and multilingual communication practices. The Office of Emergency Management and Health and Human Services will work jointly to determine the trainings required to be completed by the designated employees.
- When possible, county agencies will employ or contract with multilingual staff who are proficient in Spanish.

#### **4. Technology and Communication Channels**

- The Office of Emergency Management will utilize a variety of communication methods and technologies, including but not limited to, text messages, phone alerts, social media, and public service announcements in the applicable languages.
- The Office of Emergency Management will develop partnerships with local media outlets and community organizations that can help disseminate information in the relevant languages.

#### **5. Periodic Review and Reporting**

- The Office of Planning and Research will survey local agencies every three years, starting in 2027, to monitor compliance with AB 1638.
- The Office of Emergency Management will be responsible for maintaining records of all efforts to comply with the language requirements of this policy, including the dissemination of emergency information in applicable languages. All other county agencies will provide any relevant documentation of related efforts to the Office of Emergency Management for maintenance.
- The Office of Emergency Management will regularly evaluate the effectiveness of their multilingual emergency communication strategies and adjust as needed.

#### **6. Community Engagement and Outreach**

- The Office of Emergency Management will engage with the community regularly, fostering trust and ensuring non-English-speaking populations are aware of the available resources during emergencies.
- Outreach will include providing non-emergency information, such as preparedness guides, in multiple languages, to ensure communities are equipped with knowledge before emergencies occur.

#### **7. Emergency Plan Inclusion**

- The provision of multilingual emergency communication will be integrated into the agency's emergency preparedness and response plans.
- County agencies will collaborate with other emergency responders, such as Fire Protection Districts and the Mammoth Lakes Police Department, and community organizations to ensure a coordinated and inclusive approach to emergency management for multilingual populations.

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This policy ensures compliance with AB 1638 by prioritizing clear and culturally appropriate communication with non-English-speaking communities during emergencies, fostering better preparedness and response outcomes.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 3, 2024

**Departments: Finance**

**TIME REQUIRED** 15 minutes

**SUBJECT** Agreement for Investment Advisory  
and Management Services

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Janet Dutcher, Finance Director and  
County Treasurer

### AGENDA DESCRIPTION:

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

Approve the award of an investment management agreement with Chandler Asset Management to provide investment advisory and management services to the County Treasurer on behalf of the County's investment pool beginning December 3, 2024, and continuing until terminated, and authorize the County Treasurer to sign the agreement.

### RECOMMENDED ACTION:

Approve the investment management agreement with Chandler Asset Management, effective beginning December 3, 2024, and authorize the County Treasurer to sign the agreement on behalf of the County.

### FISCAL IMPACT:

The cost of this agreement is based on the monthly average balance of nonliquid investments under management based on a variable percentage. A rough estimate of the annual cost, assuming \$130 million of investments under management, is \$86,000, which includes an additional \$13,000 for reporting services on liquid assets. These costs are a charge against investment earnings prior to apportionment to investment pool participants.

**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
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Contract</a>
<input type="checkbox"/> <a href="#">Attachment A: Investment Policy</a>
<input type="checkbox"/> <a href="#">Resolution R-24-010: Delegation of Investing Authority</a>

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
11/21/2024 3:30 PM	County Counsel	Yes
11/21/2024 12:44 PM	Finance	Yes
11/21/2024 5:13 PM	County Administrative Office	Yes



## DEPARTMENT OF FINANCE COUNTY OF MONO

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*Kim Bunn*  
Assistant Finance Director  
Auditor-Controller

*Janet Dutcher, CPA, CGFM, MPA*  
Director of Finance

*Gerald Frank*  
Assistant Finance Director  
Treasurer-Tax Collector

To: Honorable Board of Supervisors

From: Janet Dutcher, Finance Director

Cc:

Date: December 3, 2024

Re: Agreement for Investment Advisory and Management Services

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### **Background**

Gerald Frank, current Assistant Finance Director – Treasurer-Tax Collector, plans on retiring on December 20, 2024. His current duties include managing the treasury and banking activities, property tax billing and collections, Transient Occupancy Tax (TOT) collections, cannabis tax collections, and investment responsibilities for our investment pool. Gerald has worked for the County since May 2008. He has been in his current position since January 2016.

The County manages a local government investment pool where voluntary and mandatory jurisdictions deposit money with the County, and the County invests those deposits that are not needed to meet current obligations. State law requires all County school districts and the Mono County Office of Education to keep all their funds with the County Treasury, including unspent proceeds from the issuance of General Obligation Bonds. State law also requires some special districts in the County to deposit their funds with the County's treasury for various reasons. All other special districts participating in the pool are voluntary participants, as is the Town of Mammoth Lakes.

The County's investment pool ranges from \$170 to \$214 million annually. Pool assets continue to increase primarily because of rising collections. Under the law, the Board of Supervisors annually

renews the delegation of the authority to manage the investment pool assets (and make investing decisions) to the County Finance Director. The department's Assistant Finance Director – Treasurer / Tax Collector manages the pool's daily activities and reports directly to the Finance Director. A Treasury Oversight Committee (TOC) meets quarterly to review the pool's investment activities and strategies. The TOC's compliance with state law is audited annually.

The primary objectives of the investment pool, in order of priority, include:

- Safety of the return of principal invested
- Meet the liquidity needs of the pool participants
- Achieve an investment return using the prudent risk management principle

In total, the investment pool consists of the following types of assets:

- Liquid assets
  - Checking account bank balances
  - Local Agency Investment Fund (LAIF, managed by the State Treasurer's Office)
  - California Asset Management Program (CAMP)
  - Money Market Municipal fund
- Non-liquid assets (investments)
  - Negotiable Certificates of Deposits
  - Corporate mid-term bonds
  - Municipal bonds
  - US Treasury Agencies
  - US Treasury bills and notes

State law and our investment policy set the requirements for the types of investments, maximum terms, minimum credit ratings, and the percentage of the pool allowable for certain types of investments. These parameters protect invested public funds and minimize risk exposure. The County's long-standing policy is to hold all investments to maturity. This means we do not recognize market gains and

losses possible from selling assets before maturity because doing so exposes pool participants to unacceptable risk.

Investment pool activities include the following, all of which Gerald Frank performs without the aid of an external investment advisor to manage assets actively or to provide investment advice:

1. Manage bank balances to ensure we do not exceed maximum deposit limits and to move money between our bank and LAIF/CAMP to ensure liquidity needs are met
2. Review investment policy annually and update for changes in laws
3. Cash flow analysis to determine how much surplus deposits to invest
4. Assess our investment strategy and whether changes are prudent, whether temporary or permanent
5. Find investment options by obtaining bids from vetted brokers
6. Monitor the credit and security of our investment issuers
7. Monitor compliance of investing activities with state law and our investment policy
8. Determine the proper diversification of risk among investment options
9. Ensure reinvestment of investments as they mature
10. Accounting of investments and interest earnings
11. Monthly and quarterly reports (currently being transitioned to staff in the Auditor-Controller's Office)
12. Assist with agenda development for the TOC meetings

## **Discussion**

With Gerald's December retirement, the County will unlikely replace Gerald's investing competency and experience, at least not in the immediate short-term. Outsourcing non-liquid investment operations to an investment advisory firm is the most appropriate action (and many other counties pursue this approach). This entails outsourcing items 2, 4, 5, 6, 7, 8, and 9 from above.

We requested proposals from the three leading investment advisory firms that provide these services to other counties in California: PFM Asset Management, Meeder Public Funds, and Chandler Asset Management. After thoroughly evaluating the three proposals, we selected Chandler Asset Management as the investment advisory firm to provide active management services to the investment pool. This decision is based on a detailed review of qualifications, approach, and alignment with the investment pool's specific needs, especially considering Mono County's small rural environment and operational inexperience in using an investment advisory firm to manage the pool's non-liquid pool assets. Other counties Chandler serves in the same capacity include Alpine, Amador, Calaveras, Lake, Mendocino, San Benito, Santa Clara, and Solano.



Today's item before the Board is a service contract with Chandler Asset Management. Key terms of this contract include:

- Term: begins on December 3, 2024, and continues until terminated
- Pricing: 6 basis points (0.0006) for the first \$150 million of non-liquid assets under active management. Four basis points (0.0004) for the next \$150 million. One basis point (0.0001) for using Chandler's reporting software to incorporate our liquid asset balances.
- Scope of Services
  - Investment policy review
  - Cash flow analysis
  - Develop a custom strategy and establish a performance-measuring benchmark
  - Comprehensive investment management
  - Provide credit analysis of investment instruments in the portfolio
  - Execution, settlement, and documentation of transactions
  - Compliance monitoring
  - Portfolio accounting and reporting
  - Align portfolio structure with internal pool management objectives
  - Serve as a general resource for the Treasurer-Tax Collector and staff

**INVESTMENT MANAGEMENT AGREEMENT**  
(Institutional Client, Non-ERISA)

County of Mono (Client) hereby retains Chandler Asset Management, Inc. (Chandler) as Investment Adviser on the terms and conditions set forth herein.

1. Term. The term of this Agreement shall commence upon the execution of this Agreement and shall continue until this Agreement is terminated effective upon receipt of notice of termination in writing delivered by the terminating party.
2. Fees. Client shall compensate Chandler monthly an amount calculated on the average market value of Client's portfolio, including accrued interest, in accordance with the following schedule:

Assets Under Management	Annual Investment Management Fee
First \$150 million	<u>0.06</u> of 1% (6 basis points)
Next \$150 million	0.04 of 1% (4 basis points)
Assets in excess of \$300 million	0.03 of 1% (3 basis points)

The fees expressed above do not include any custody fees that may be charged by Client's bank or other third party custodian.

Chandler charges a 1 basis point (0.01%) fee for reporting services on Client assets that are not managed by Chandler.

Fees shall be prorated to the effective date of termination on the basis of actual days elapsed, and any unearned portion of prepaid fees shall be refunded. Client is not required to pay any start-up or closing fees; there are no penalty fees.

Fees shall be deducted monthly in arrears from Client's custody account.

3. Client Representative. In its capacity as investment manager, Chandler shall receive all instructions, directions and other communications on Client's behalf respecting Client's account from Janet Dutcher (Representative). Chandler is hereby authorized to rely and act upon all such instructions, directions and communications from such Representative or any expressly authorized agent of such Representative.
4. Investment Policy. In investing and reinvesting Client's assets, Chandler shall comply with Client's Investment Policy as it may be amended from time to time. A copy of Client's current Investment Policy is attached hereto as Exhibit A.

5. Authority of Chandler. Chandler is hereby granted full discretion to invest and reinvest all assets under its management in any type of security it deems appropriate, subject to the instructions given or guidelines set by Representative.
6. Notices. All reports and other communications required hereunder to be in writing, including but not limited to any notice of termination, shall be delivered in person, or sent by first-class mail postage prepaid, by overnight courier, by confirmed facsimile with original to follow or by confirmed electronic mail with proof of receipt to the addresses set forth below. Either party to this Agreement may, by written notice given at any time, designate a different address for the receipt of reports and other communications due hereunder.

**Chandler Asset Management**

Attn: Nicole Dragoo  
9255 Towne Centre Dr., Suite 600  
San Diego, CA 92121  
[ndragoo@chandlerasset.com](mailto:ndragoo@chandlerasset.com)

**Mono County**

Attn: Janet Dutcher, Mono County Director of Finance  
PO Box 556  
Courthouse Annex II  
Bridgeport, CA 93517  
[jdutcher@mono.ca.gov](mailto:jdutcher@mono.ca.gov)

7. Electronic Delivery. From time to time, Chandler may be required to deliver certain documents to Client such as account information, notices and required disclosures. Client hereby consents to Chandler's use of electronic means, such as email, to make such delivery. This delivery may include notification of the availability of such document(s) on a website, and Client agrees that such notification will constitute "delivery". Client further agrees to provide Chandler with Client's email address(s) and to keep this information current at all times by promptly notifying Chandler of any change in email address(s).

Client email address(s): [jdutcher@mono.ca.gov](mailto:jdutcher@mono.ca.gov), [treasurer@mono.ca.gov](mailto:treasurer@mono.ca.gov)

Chandler also agrees to provide Client with Chandler's email address(s) and to keep this information current at all times by promptly notifying Client of any change in email address(s).

Chandler's email address(s): [info@chandlerasset.com](mailto:info@chandlerasset.com)

8. Proxy Voting. Chandler will vote proxies on behalf of Client unless otherwise instructed. Chandler has adopted and implemented written policies and procedures and will provide Client with a description of the proxy voting procedures upon request. Chandler will provide information regarding how Clients' proxies were voted upon request. To request proxy policies or other information, please contact us by mail at the address provided, by calling 800-317-4747 or by emailing your request to [info@chandlerasset.com](mailto:info@chandlerasset.com).

9. Custody of Securities and Funds. Chandler shall not have custody or possession of the funds or securities that Client has placed under its management. Client shall appoint a custodian to take and have possession of its assets. Client recognizes the importance of comparing statements received from the appointed custodian to statements received from Chandler. Client recognizes that the fees expressed above do not include fees Client will incur for custodial services.
10. Valuation. Chandler will value securities held in portfolios managed by Chandler no less than monthly. Securities or investments in the portfolio will be valued in a manner determined in good faith by Chandler to reflect fair market value.
11. Investment Advice. Client recognizes that the opinions, recommendations and actions of Chandler will be based on information deemed by it to be reliable, but not guaranteed to or by it. Provided that Chandler acts in good faith, Client agrees that Chandler will not in any way be liable for any error in judgment or for any act or omission, except as may otherwise be provided for under the Federal Securities laws or other applicable laws.
12. Payment of Commissions. Chandler may place buy and sell orders with or through such brokers or dealers as it may select. It is the policy and practice of Chandler to strive for the best price and execution and for commission and discounts which are competitive in relation to the value of the transaction and which comply with Section 28(e) of the Securities and Exchange Act. Nevertheless, it is understood that Chandler may pay a commission on transactions in excess of the amount another broker or dealer may charge, and that Chandler makes no warranty or representation regarding commissions paid on transactions hereunder.
13. Other Clients. It is further understood that Chandler may be acting in a similar capacity for other institutional and individual clients, and that investments and reinvestments for Client's portfolio may differ from those made or recommended with respect to other accounts and clients even though the investment objectives may be the same or similar. Accordingly, it is agreed that Chandler will have no obligation to purchase or sell for Client's account any securities which it may purchase or sell for other clients.
14. Confidential Relationship. The terms and conditions of this Agreement, and all information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except (i) as required by law, rule, or regulation, (ii) as requested by a regulatory authority, (iii) for disclosures by either party of information that has become public by means other than wrongful conduct by such party or its officers, employees, or other personnel, (iv) for disclosures by either party to its legal counsel, accountants, or other professional advisers, (v) as necessary for Chandler to carry out its responsibilities hereunder, or (vi) as otherwise expressly agreed by the parties.
15. No Assignment & Amendments. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement may be amended at any time by mutual agreement in writing.

16. Governing Law. It is understood that this Agreement shall be governed by and construed under and in accordance with the laws of the State of California.
17. Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
18. Receipt of Brochure and Privacy Policy. Client hereby acknowledges receipt of the disclosure statement or "brochure" and "brochure supplement" also known as Part 2A and Part 2B of Form ADV, required to be delivered pursuant to Rule 204-3 of the Investment Advisers Act of 1940 (Brochure). Client further acknowledges receipt of Chandler's Privacy Policy, as required by Regulation S-P.
19. Arbitration. It is agreed that any controversy between Chandler and the Client arising out of Chandler business or this Agreement, shall be submitted to arbitration conducted under the provisions of the commercial arbitration rules of the American Arbitration Association. Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate, therein electing the arbitration tribunal. Judgment upon any award rendered by the arbitrators shall be final and may be entered in any court having jurisdiction thereof. This clause does not constitute a waiver of any right including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.
20. Insurance. Chandler shall procure and maintain for the duration of this Agreement 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 Chandler, its agents, representatives, employees or subcontractors.
- A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as follows:
- 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 \$10,000,000 per occurrence.
- Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Chandler has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$10,000,000 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.
- Professional Liability (Errors and Omissions): Insurance appropriate to Chandler's profession, with limit no less than \$10,000,000 per occurrence or claim, \$10,000,000 aggregate.
- Crime Insurance: Insurance appropriate to Chandler's profession, with limit no less than \$10,000,000 per occurrence or claim, \$10,000,000 aggregate.

Cyber Liability Insurance, with limits not less than \$4,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Chandler in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

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

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

- (1) Additional Insured Status: Client, 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 Chandler 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 Chandler's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) Primary Coverage: For any claims related to this Agreement, Chandler's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Client, its officers, officials, employees, or volunteers shall be excess of Chandler'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: Chandler 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 Chandler'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 written notice to Client.
- (5) Waiver of Subrogation: Chandler hereby grants to Client a waiver of any right to subrogation which any insurer of Chandler may acquire against Client by virtue of the payment of any loss under such insurance. Chandler agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Client has received a waiver of subrogation endorsement from the insurer.
- (6) Self-Insured Retentions: Self-insured retentions must be declared to and approved by Client. Client may require Chandler 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 Client. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$250,000 unless approved in writing by Client. Any and all deductibles and SIRs shall be the sole responsibility of Chandler or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Client may deduct from any amounts otherwise due Chandler 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. Client 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 Client.
- (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, Chandler must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) Verification of Coverage: Chandler shall furnish Client 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 Client before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Chandler's obligation to provide them. Client reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Client 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: Client reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

21. Defense and indemnification. Chandler shall defend with counsel acceptable to Client, indemnify, and hold harmless Client, 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 Chandler, or Chandler's agents, officers, or employees. Chandler's obligation to defend, indemnify, and hold Client, 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. Chandler's obligation under this Paragraph 21 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 Chandler, 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.

Chandler's obligation to defend, indemnify, and hold Client, its agents, officers, and employees harmless under the provisions of this Paragraph 21 is not limited to, or restricted by, any requirement in this Agreement for Chandler to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

County of Mono

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

Date

Name & Title: \_\_\_\_\_

APPROVED AS TO FORM:

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

APPROVED BY MONO COUNTY RISK MANAGEMENT:

\_\_\_\_\_  
Risk Manager



Chandler Asset Management, Inc.,  
a California Corporation

By: \_\_\_\_\_  
Nicole Drago Date  
CEO

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# MONO COUNTY STATEMENT OF INVESTMENT POLICY

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January 16, 2024

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## COUNTY OF MONO INVESTMENT POLICY

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### I. Introduction

The intent of the Investment Policy of the County of Mono is to define the parameters within which funds are to be managed. In methods, procedures, and practices, the policy formalizes the framework for the County's investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the County's funds. The guidelines are intended to be broad enough to allow the Director of Finance to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

### II. Governing Authority

The investment program shall be operated in conformance with Government Code §53601, et seq. which provides legal authorization for the investment and deposit of funds of specified local agencies and which is made applicable to counties by Government Code §53635.2.

### III. Scope

The policy applies to activities of the County with regard to investing the financial assets of all funds. In addition, funds held by trustees or fiscal agents are excluded from these rules; however, all funds are subject to regulations established by the State of California.

Note that any excluded funds such as the Other Post Employment Benefit Trust Fund are covered by separate policies.

Except for funds in certain restricted and special funds, the County commingles its funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

### IV. General Objectives

The primary objectives, in priority order, of investment activities shall be:

1. **Safety** – Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal will be to mitigate the credit risk and interest rate risk.
2. **Liquidity** – The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. **Yield** – The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints of safety and liquidity needs.

### V. Standards of Care

1. **Prudence** – The standard to be used by the Director of Finance/Investment Officer shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. The Finance Director acting in accordance with written procedures and this

investment policy and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

The "prudent person" standard states that,

*"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."*

2. **Ethics and Conflicts of Interest** – Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the County.
3. **Delegation of Authority and Responsibilities Governing Body** – The Board of Supervisors (Board) will retain ultimate fiduciary responsibility for the portfolio. The Board will receive monthly and quarterly reports, designate investment officers and annually review the investment policy making any necessary changes by adoption.

**Delegation of Authority** – Pursuant to Government Code §53607, authority to invest or reinvest, or to sell or exchange securities so purchased, may be delegated for a one-year period; thereafter, the County Finance Director shall assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year.

Responsibility for the operation of the investment program shall be delegated by ordinance pursuant to Government Code §27000.1 to the Finance Director until the Board of Supervisors revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation. The Finance Director shall act in accordance with established, written procedures and internal controls for the operation of the investment program consistent with this Investment Policy.

All participants in the investment process shall seek to act responsibly as custodians of the public trust.

**Treasury Oversight Committee** – A County Treasury Oversight Committee has been established in accordance with §27130 et seq. of the Government Code to promote public interest by involving depositors in the management of their funds. The Treasury Oversight Committee shall:

- A. Review and monitor the Investment Policy,
- B. Annually review the investments made by the County Treasury,
- C. Cause an annual audit to be conducted to determine the County Treasury's compliance with Government Code §27130 et seq., and

- D. Meet on other matters as necessary.

By statute, the County Treasury Oversight Committee has no authority to direct individual investment decisions, select individual investment advisors, brokers, or dealers, or to impinge on the day-to-day operations of the County Treasury.

Committee members may not accept any honoraria, gifts or gratuities from advisors, brokers, dealers, bankers, or other persons with whom the County Treasury conducts business, which are more than the limits imposed by State Law, or by the Fair Political Practices Commission.

**Investment Advisor** – The County may engage the services of one or more external investment managers to assist in the management of the entity’s investment portfolio in a manner consistent with the entity’s objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

## **VI. Authorized Financial Institutions, Depositories and Broker/Dealers**

1. Financial institutions and depositories authorized to provide investment services and security broker/dealers will be selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation). These may include “primary” dealers or regional dealers that qualify under both Government Code §53601.5 and Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).
2. All financial institutions and broker/dealers who desire to become qualified for investment transactions shall meet the requirements of Government Code §53601.5 and, in addition, must supply the following as deemed appropriate by the Finance Director.
  - A. Audited financial statements demonstrating compliance with the state and federal capital adequacy guidelines.
  - B. Proof of Financial Industry Regulation Authority (FINRA) certification (not applicable to Certificate of Deposit counterparties).
  - C. Proof of California state registration.
  - D. Certification of having read and understood and agreeing to comply with the County’s investment policy.
  - E. Evidence of adequate insurance coverage meeting any applicable requirements of State law and otherwise deemed adequate by the Finance Director.
3. An annual review of the financial condition and registration of all qualified financial institutions and broker/dealers will be conducted by the Finance Director.

## **VII. Safekeeping and Custody**

1. **Delivery vs. Payment** – All trades, where applicable, will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.
2. **Safekeeping** – Pursuant to Government Code §53608, the Board delegates to the Finance Director its authority to deposit securities for safekeeping. Securities will be held by a third-party custodian meeting the requirements of Government Code §53608 or other applicable law and selected by the Finance Director. The safekeeping institution shall annually provide a

copy of their most recent report on internal controls (Statement of Auditing Standards No. 70)

- 3. Internal Controls** – The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the County are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of the control should not exceed the benefits likely to be derived and that the valuation of costs and benefits requires estimates and judgments by management. The internal controls shall address the following points at a minimum:

- A. Control of collusion,
- B. Separation of transaction authority from accounting and recordkeeping,
- C. Custodial safekeeping,
- D. Avoidance of physical delivery securities,
- E. Clear delegation of authority to subordinate staff members,
- F. Written confirmation of transactions for investments and wire transfers,
- G. Dual authorization of wire transfers,
- H. Development of a wire transfer agreement with the lead bank and third-party custodian,
- I. Staff training, and
- J. Review, maintenance and monitoring of security procedures both manual and automated.

## **VIII. Authorized Investments**

- 1. Investment Types** – All investments shall be made in accordance with §53600 et seq. of the California Government Code and as described within this Investment Policy and summarized in Appendix A. Permitted investments under this policy shall include:

- A. **United States Treasury notes, bonds bills, or certificates of indebtedness**, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. [Gov't Code §53601(b).]

*There is no limitation as to the percentage of the portfolio that can be invested in this category.*

- B. **Federal Agency or United States Government-Sponsored Enterprise Obligations, Participations, or other Instruments**, including those issued by or fully guaranteed as to principal and interest by Federal agencies or United States government-sponsored enterprises §53601(f) such as Fannie Mae and Freddie Mac.

*There is no limitation as to the percentage of the portfolio that can be invested in this category.*

- C. **State of California Notes & Bonds** registered state warrants or treasury notes of California including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state. [Gov't Code §53601(c).]

*There is no limitation as to the percentage of the portfolio that can be invested in this category.*

- D. **Notes and Bonds of Other 49 States** registered treasury notes or bonds of any of the other 49 states, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of that state. [Gov't Code §53601(d).]

*There is no limitation as to the percentage of the portfolio that can be invested in this category.*

- E. **Negotiable Certificates of Deposit (NCDs)** issued by a nationally or state chartered bank, a state or federal savings and loan association, a State or federal credit union or by a state-licensed branch of a foreign bank. [Gov't Code §53601(i).]

*No more than 30% of the portfolio may be invested in NCDs*

- F. **Banker's acceptances**, otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. [Gov't Code §53601(g).]

*May not exceed 180 days to maturity or be more than 40% of the market value of the portfolio and no more than 30% of the County's moneys may be invested in banker's acceptances in the same bank.*

- G. **Commercial paper** of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO) such as Standard & Poor's or Moody's. [Gov't Code §53601(h) & §53635(a).]

*Must have a maximum maturity of 270 days or less, no more than 40% of the portfolio may be invested in eligible commercial paper and no more than 10% may be invested in any one issuer's commercial paper.*

- H. **Medium-term notes** include corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States and rated "A" or better by an NRSRO. [Gov't Code §53601(k).]

*May not exceed 30% of the portfolio may be invested in medium-term notes.*

- I. **Reverse repurchase agreements** whose underlying purchased securities consist of the aforementioned instruments, subject to all the conditions set forth in Government Code §53601(j)(3).

*May not exceed 20% of the base value of the portfolio and no agreement may exceed 92 days.*

- J. **Money market mutual funds** – shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment company Act of 1940 (15 U.S.C. §80a-1 et seq. [Gov't Code §53601(l).]

*No more than 20% of the portfolio may be invested in money market funds.*

- K. **Local Agency Investment Fund** – established by the State Treasurer for the benefit of local agencies. [Gov't Code §16429.1.]

*No more than \$75 million may be invested in LAIF (LAIF rules)*

- L. **California Asset Management Program (CAMP)**. Shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of



the State of California which invests exclusively in investments permitted by §53601 of the Government Code as it may be amended. [Gov't Code §53601(p).]

***No more than 30% of the portfolio may be invested in the California Asset Management Program***

M. **Commercial or Savings Bank, Savings and Loan or Credit Union** may be used to invest surplus funds up to 30% of the portfolio pursuant to §§53601.8 and 53635.8 of the Government Code.

***No more than 10% can be invested in any one institution.***

N. **Bonds, notes, warrants or other evidences of indebtedness** of a local agency within the State of California, including local agencies formed within Mono County. [Gov't Code §53601(e).]

***May not exceed 5 years to maturity. All investments with local agencies formed within Mono County must be pre-approved by the Board of Supervisors.***

O. **Supranationals** – United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States and rated AA or better by an NRSRO. [Gov't Code §53601(q).]

***No more than 30% may be invested in supranationals***

2. **Collateralization** – Where allowed by state law, full collateralization will be required on all demand deposit accounts, including checking accounts and non-negotiable certificates of deposit. Repurchase agreements will be collateralized at 102 percent.

## **IX. Investment Parameters**

1. **Mitigating Credit Risk in the portfolio** – Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The County shall mitigate credit risk by adopting the following:

**Diversification** – The investments will be diversified by

- i. Limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
- ii. Limiting investment in securities that have higher credit risks,
- iii. Investing in securities with varying maturities, and
- iv. Continuously investing a portion of the portfolio in readily available funds such as local government investment pools, money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time subsequent to the purchase of a particular issuer or investment type. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

**2. *Mitigating Market Risk in the portfolio*** – Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The County recognizes that, over time, longer-term/core portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The County shall mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. The County further recognizes that certain types of securities, including variable rate securities, securities with principal pay downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The County, therefore, adopts the following strategies to control and mitigate market risk:

- i. The County shall maintain a minimum of three months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements,
- ii. The maximum percentage of callable Agency Bonds or Certificate of Deposits in the portfolio shall be 30%,
- iii. The maximum stated final maturity of individual securities in the portfolio shall be five years, except as otherwise stated in this policy,
- iv. Liquidity funds will be held in LAIF, CAMP or money market instruments maturing one year and shorter,
- v. Longer term/Core funds will be defined as the funds in excess of liquidity requirements. The investments in this portion of the portfolio will have maturities between 1 day and 5 years and will be only invested in higher quality and liquid securities.
- vi. It is recommended that the Weighted Average Maturity of the portfolio not exceed 24 months (730 Days) or such shorter dollar-weighted average maturity as may be required by State law. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that the appropriate Weighted Average Maturity is maintained.

## **X. Reporting**

1. The Finance Director shall provide quarterly investment reports to the Board of Supervisors within 45 days following the end of the quarter covered by the report. These reports shall include the following investment information as required by Government Code §53646(b):
  - A. The type of investment, issuer, date of maturity, par and dollar amount invested in all securities, investments and moneys held in the County Treasury,
  - B. Market value as of the date of the report and the source of this valuation,
  - C. The weighted average maturity of the investments within the Treasury,
  - D. Distribution by type of investment,
  - E. A description of all the County's funds and investments that are under the management of contracted parties,
  - F. A statement of compliance of the portfolio to this Statement of Investment Policy or manner in which the portfolio is not in compliance, and

- G. A statement denoting the ability of the County to meet its pool's expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.
2. The Treasury Oversight committee shall cause an annual audit to be conducted to determine the county treasury's compliance with Chapter 5, Article 6 (§27130-§27137) of the Government Code and this Statement of Investment Policy.

#### **XI. Investment Pool Costs and Earnings Distribution**

Costs directly related to the operation and management of the investment pool shall be deducted quarterly directly from net interest earnings prior to the distribution of interest earnings for the quarter. Pool costs include, but are not limited to, staff time, investment tracking costs, brokerage costs, and treasury pool audit costs.

Interest earnings shall be allocated quarterly according to each fund's average daily cash balances as a percentage of the total investment pool. Earnings shall be the net of received interest, amortized premiums, accreted discounts and profit or loss on the sale of trade of a security attributable to the quarter being apportioned, plus adjustments from prior quarters. The interest shall be apportioned as of the last day of the quarter and added to each participating fund's balance in the pooled investment fund.

#### **XII. Investing of Bond Proceeds**

The County Treasurer shall invest bond proceeds using the standards of this Investment Policy. The bond proceeds will be invested in securities permitted by the bond documents. If the bond documents are silent, the bond proceeds will be invested in securities permitted by this Policy.

#### **XIII. Withdrawal Requests**

##### **1. Regular Operation**

The County Finance Director seeks to honor all written withdrawal requests for regular operating purposes that are approved by the County Auditor- Controller's Office in a timely fashion. However, the County Finance Director recognizes that occasionally the Pool Participants may request large amounts in withdrawals to cover unexpected operational needs. To accommodate such withdrawals and allow for adequate time for adjustments to the liquidity position of the Pool, the County Finance Director expects all Pool Participants to submit their written requests within the following timeframes:

- A. Withdrawals up to \$2 million – 3 business days in advance of disbursement
- B. Withdrawals above \$2 million – 5 business days in advance of disbursement and in no case can more than \$5 million dollars be withdrawn in a single business day

Extraordinary withdrawal requests are considered withdrawals outside the normal cash-flow patterns of a Pool Participant. For any withdrawal considered extraordinary, the Finance Director shall evaluate the effect of the proposed withdrawal on the stability and predictability of the investments in the County treasury. In the event that the Finance Director must liquidate investments in order to honor the withdrawal request, the Pool Participant who requests the withdrawal shall be subject to all expenses associated with the liquidation,

including, but not limited to loss of principal and interest income, withdrawal penalties, and associated fees.

## **2. Investing or Depositing Funds Outside the Pool**

Any entity that seeks to withdraw funds for the purpose of investing or depositing those funds outside the county treasury pool, shall first submit the request for withdrawal to the Finance Director who shall evaluate the effect of the proposed withdrawal on the stability and predictability of the investments in the county treasury. Prior to approval, the Finance Director shall find that the proposed withdrawal will not adversely affect the interests of the other depositors in the pool (Government Code §27136). If it is necessary to liquidate securities, all losses occurring from the sale of a security prior to its maturity shall be borne by the entity wishing to withdraw funds.

## **XIV. Terms and Conditions for Outside Investors**

Outside local agencies, where the County Finance Director does not serve as the agency's treasurer, may invest in Mono County's Investment Pool as permitted by Government Code §53684. Deposits are subject to the consent of the County Finance Director. The local agency legislative body must approve the county investment pool as an authorized investment. If the County Finance Director deems appropriate, the deposits may be returned at any time.

## **XV. Policy Review**

This investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal liquidity, rate of return and its relevance to current law and financial and economic trends.

SUMMARY OF INVESTMENT LIMITATIONS					
Investment Type	Government Code Reference	Limit <sup>1</sup> Per Investment Type(s)	Limit <sup>1</sup> Per Institution	Minimum <sup>2</sup> Ratings	Maxium <sup>2</sup> Allowable Maturity
United States Treasuries	§53601 (b)	None	None	None	5 years
United States Federal Agencies & Government-Sponsored Enterprises	§53601 (f)	None	None	None	5 years
State of California Notes & Bonds	§53601 (c) & 53601 (e)	None	None	None	5 years
Notes & Bonds of Other 49 States	§53601 (d)	None	None	None	5 years
California Local Agency Debt	§53601 (a), (c) & (e)	None	None	None	5 years
Medium-Term Notes	§53601 (k)	30%	None	A	5 years
Negotiable Certificates of Deposit	§53601 (i)	30%	None	N/A	5 years
Bankers Acceptances	§53601 (g)	40%	30%	A-1	180 days
Commercial Paper	§53601 (h) & 53635 (a)	40%	10%	A-1 (short) A (long)	270 days
Reverse Repurchase Agreements	§53601 (j)	20%	None	Primary Dealer	92 days
Local Agency Investment Fund (LAIF)	§16429.1	N/A	N/A	N/A	N/A
California Asset Management Program (CAMP)	§53601(p)	N/A	N/A	N/A	N/A
Money Market Mutual Funds	§53601(l)	20%	10%	AAA	N/A
Commercial or Savings Bank, Savings and Loan or Credit Union	§53601.8 & 53635.8	30%	10%	N/A	N/A
Supranationals	§53601(q)	30%	N/A	AA	5 years

<sup>1</sup> Based on total of surplus funds at the time the investment decision is made.

<sup>2</sup> At the time of purchase.

## GLOSSARY

**Accreted Discount** – The increase in the value of a discounted instrument as time passes and it approaches maturity. The value of the instrument will accrete (grow) at the interest rate implied by the discounted issuance price, the value at maturity and the term to maturity.

**Accrued Interest** – Interest that has accumulated but has not yet been paid from the most recent interest payment date or issue date to a certain date.

**Amortization** – The reduction of debt through regular payment of principal scheduled to complete repayment by maturity. Usually the payment of interest is incorporated to compensate the lender over the life of the debt.

**Bankers' Acceptance** – A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank “accepts” such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. Little risk is involved for the investor because the commercial bank assumes primary liability once the draft is accepted.

**Basis point** – One basis point is equal to 1/100 of 1%. For example, if interest rates increase from 4.25% to 4.5%, the difference is referred to as a 25-basis-point increase.

**Book Value** – The value of a security as carried in the records of an investor. Generally, this is the initial outlay for the investment and may be net or gross of expenses such as trading costs, services charges, etc.

**Bond** – A debt investment in which an investor loans money to an entity (corporate or governmental) that borrows the funds for a defined period of time at a fixed interest rate. Bonds are used by companies, municipalities, states and U.S. and foreign governments to finance a variety of projects and activities.

**Broker/Dealer** – Any person engaged in the business of effecting transactions in securities in this state for the account of others or for his/her own account. Broker/Dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of his/her own issue.

**Commercial Paper** – Short-term, unsecured promissory note issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30 – 45 days.

**Coupon Rate** – The interest rate stated on a bond when it is issued. The coupon is typically paid semi-annually.

**Current Yield** – The annual income (interest or dividends) divided by the current price of the security. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

**CUSIP Numbers** – An acronym for Committee on Uniform Security Identification Procedures, CUSIP numbers are identification numbers assigned to each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

**Debt Instrument** – An instrument or promissory note which evidences and documents the terms of the loaning of funds from one party to another. Typically, the instrument contains the loan date, the maturity date, the repayment provisions, and the interest rate of the borrowing.

**Default** – The failure to pay debt obligations as agreed in the terms of the debt

**Discount** – The condition of the price of a bond that is lower than par. The discount equals the difference between the price paid for a security and the security's par value.

**Earnings Apportionment** – The quarterly interest distribution to the Pool participants.

**Fair Value** – The amount at which an investment could be exchanged in a current transaction between willing parties, other than a forced or liquidation sale.

**Fannie Mae (FNMA, Federal National Mortgage Association)** – A government-sponsored enterprise (GSE) that was created in 1938 to expand the flow of mortgage money by creating a secondary mortgage market. Fannie Mae is a publicly traded company which operates under a congressional charter that directs Fannie Mae to channel its efforts into increasing the availability and affordability of homeownership for low-, moderate-, and middle-income Americans.

**Federal Government Agency** – Debt issued by government sponsored entities (GSE) to facilitate various types of lending. For example, the Federal Farm Credit Bank provides funds to farmers and FNMA provides funds to the real estate mortgage markets.

**Freddie Mac (FHLMC, Federal Home Loan Mortgage Corp.)** – A stockholder owned government sponsored enterprise (GSE) chartered by Congress in 1970 to keep money flowing to mortgage lenders in support of homeownership and rental housing for middle-income Americans. The FHLMC purchases, guarantees and securitizes mortgages to form mortgage-backed securities. The mortgage-backed securities that it issues tend to be very liquid and carry a credit rating close to that of U.S. Treasuries.

**Government-Sponsored Enterprise (GSE)** – Privately held corporations with public purposes created by the U.S. Congress to reduce the cost of capital for the certain borrowing sectors of the economy. Members of these sectors include students, farmers and homeowners.

**Local Agency Investment Fund (LAIF)** – The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

**Market Value** – The price at which a security is trading and could presumably be purchased or sold.

**Maturity** – The date upon which the principal of a security becomes due and payable to the holder.

**Money Market Mutual Fund** – A mutual fund with investments directed in short-term money market instruments only, which can be withdrawn daily without penalty

**Par Value** – The face value of a bond. Par value is important for a bond or fixed-income instrument because it determines its maturity value as well as the dollar value of coupon payments.

**Premium** – The condition of the price of a bond that is higher than par. The premium equals the difference between the price paid for a security and the security's par value.

**Principal** – The face amount of a security not taking into account discounts or premiums. The amount borrowed or the amount still owed on a loan, separate from interest.

**Repurchase Agreement (Repo)** – A form of short-term borrowing for dealers in government securities. The dealer sells the government securities to investors, usually on an overnight basis, and buys them back the following day. For the party selling the security (and agreeing to repurchase it in the future) it is a repo; for the party on the other end of the transaction, (buying the security and agreeing to sell in the future) it is a reverse repurchase agreement.

**Reverse Repurchase Agreement** – The purchase of securities with the agreement to sell them at a higher price at a specific future date.

**Registered Warrants** – A “promise to pay” with interest, that is issued by the State of California when there is not enough cash to meet all of the State's payment obligations.

**Settlement Date** – The date on which the purchase or sale of securities is executed. For example, in a purchase transaction, the day the securities are physically delivered or wired to the buyer in exchange for cash is the settlement date.

**Supranational Bonds** – These bonds are issued when two or more central governments issue foreign bonds to promote economic development for the member countries. These include bonds issued by the International Bank for Reconstruction and Development, or World Bank, and the International American Development Bank.

**Trade Date** – The date and time corresponding to an investor's commitment to buy or sell a security.

**U.S. Treasury Obligation** – Direct obligations of the United States Treasury whose payment is guaranteed by the United States of America.

**Weighted Average Maturity (WAM)** - The weighted average of the time until all securities in a portfolio mature.



## TEMPORARY CONSTRAINTS AND RESTRICTIONS ON INVESTMENTS

1. County of Mono restricts the purchase of any retail products issued by Wells Fargo and Deutsche Bank from January 1, 2021 until December 31, 2025.



R24-010

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
DELEGATING INVESTMENT AUTHORITY TO THE COUNTY TREASURER**

**WHEREAS**, Government Code §§ 53607 and 27000.1 authorize the Board of Supervisors to delegate to the County Treasurer the authority to invest or reinvest the funds of the County and the funds of other depositors in the county treasury (hereinafter "investment powers"), and provide that this delegation be carried out by ordinance and subject to annual renewal by the Board; and

**WHEREAS**, pursuant to Government Code § 26980, Mono County has created the office of Director of Finance, which office is consolidated with the office of County Treasurer (see Mono County Code 2.14) and accordingly, delegation of investment powers to the County Treasurer is a delegation of those powers to the Director of Finance, as County Treasurer; and

**WHEREAS**, pursuant to Government Code § 24100 et seq., any deputy of the Finance Director has all the power and duties of the Finance Director and any deputized Assistant Finance Director would have investment powers if such powers were delegated by the Finance Director; and

**WHEREAS**, pursuant to 79 Ops. Cal. Atty. Gen. 88, once delegated, such authority includes the ability of the County Treasurer to contract with an investment manager further delegating discretionary authority to invest funds on deposit with the Treasurer; and

**WHEREAS**, on June 5, 2018, the Mono County Board of Supervisors adopted Ordinance No. ORD18-08, delegating investment authority to the County Treasurer and authorizing the annual renewals of the delegation of investment authority to the County Treasurer to be accomplished by resolution; and

**WHEREAS**, the Board now desires to renew its delegation of investment authority to the County Treasurer pursuant to Government Code §§ 53607 and 27000.1 for the entirety of 2024.

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

**SECTION ONE:** Pursuant to Government Code §§ 53607 and 27000.1, the authority to invest or reinvest funds of the County and the funds of other depositors in the county treasury, is hereby delegated to the County Treasurer, who is the County Finance Director, for the entirety of 2024.

1 **PASSED, APPROVED and ADOPTED** this 16<sup>th</sup> day of January 2024, by the following  
2 vote, to wit:

3 **AYES: Supervisors Duggan, Gardner, Kreitz, Peters, and Salcido.**

4 **NOES: None.**

5 **ABSENT: None.**

6 **ABSTAIN: None.**

7  
8   
9 Rhonda Duggan (Jan 17, 2024 10:27 PST)


10 Rhonda Duggan, Chair  
11 Mono County Board of Supervisors

12 ATTEST:

13 

14 Clerk of the Board

15 APPROVED AS TO FORM:

16   
17 Stacey Siryon (Jan 17, 2024 10:26 PST)

18 County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 3, 2024

**Departments:** Human Resources

**TIME REQUIRED** 10 minutes

**SUBJECT** Deputy Sheriff's Association  
Memorandum of Understanding

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Christine Bouchard, Assistant County  
Administrative Officer

### AGENDA DESCRIPTION:

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

Proposed resolution adopting and approving a Memorandum of Understanding (MOU) between Mono County and the Mono County Deputy Sheriffs' Association.

### RECOMMENDED ACTION:

Adopt proposed resolution and approve MOU. Provide any desired direction to staff.

### FISCAL IMPACT:

On a calendar year basis, approximately \$275,000 in 2025, \$378,000 in 2026, and \$483,000 in 2027. Total impact is approximately \$1,136,000 or 10.1% increase in total compensation. These amounts were not included in the Sheriff's adopted patrol budget for fiscal year 2024-25.

**CONTACT NAME:** Christine Bouchard

**PHONE/EMAIL:** 760-932-5414 / cbouchard@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

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

History

Time	Who	Approval
11/26/2024 8:10 AM	County Counsel	Yes
11/26/2024 5:10 AM	Finance	Yes
11/26/2024 10:58 AM	County Administrative Office	Yes



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

**ASSISTANT COUNTY ADMINISTRATIVE OFFICER**  
Christine Bouchard

**BOARD OF SUPERVISORS**

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**COUNTY CLERK-RECORDER**

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**EMERGENCY MEDICAL**

SERVICES

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**FINANCE**

Janet Dutcher, DPA, MPA,

CGFM, CPA

**HEALTH AND HUMAN**

SERVICES

Kathryn Peterson

**INFORMATION**

TECHNOLOGY

Mike Martinez

**PROBATION**

Karin Humiston

**PUBLIC WORKS**

Paul Roten

To: Board of Supervisors

From: Christine Bouchard, Assistant County Administrative Officer

Date: December 3, 2024

Re: Resolution adopting Memorandum of Understanding (MOU)  
Between the County of Mono and Mono County Deputy Sheriffs' Association (MCDSA)

**Strategic Plan Focus Area(s) Met**

☐ A Thriving Economy ☒ Safe and Healthy Communities ☐ Mandated Function

☐ Sustainable Public Lands ☒ Workforce & Operational Excellence

**Discussion**

The County of Mono and the MCDSA have engaged in good-faith negotiations to reach an agreement addressing terms and conditions of employment for peace officers, including Sergeants, Deputy Sheriff I, Deputy Sheriff II, and Boating Safety Officers. The resulting MOU promotes continuity of operations and harmonious relations while ensuring fairness and equity for the employees it covers.

The MOU outlines agreed-upon provisions relating to salary adjustments, health and retirement benefits, overtime and holiday pay, educational incentives, uniform allowances, and other employment conditions.

**Recommendation**

It is recommended that the Board of Supervisors adopt the proposed Memorandum of Understanding (MOU) between the County of Mono and The Mono County Deputy Sheriffs' Association (MCDSA) for the term of January 1, 2025, through December 31, 2027





R24-

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS ADOPTING AND APPROVING  
A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY AND THE DEPUTY SHERIFFS' ASSOCIATION**

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

**WHEREAS**, the County is required by the Meyers-Milius-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 Mono County Deputy Sheriffs' Association (the "Association") 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; and

**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 Association, a copy of which is attached hereto as **Exhibit A** – effective for the period of January 1, 2025, through December 31, 2027 – is hereby ratified, adopted, and approved. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**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 Association's bargaining unit.

**PASSED, APPROVED, and ADOPTED** this 3rd day of December 2024, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**



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ATTEST: \_\_\_\_\_

Clerk of the Board

\_\_\_\_\_  
John Peters, Chair

Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL

MEMORANDUM OF  
UNDERSTANDING  
  
BETWEEN  
  
COUNTY OF MONO  
AND  
MONO COUNTY DEPUTY SHERIFFS' ASSOCIATION



JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN COUNTY OF MONO AND  
MONO COUNTY DEPUTY SHERIFFS' ASSOCIATION**

**JANUARY 1, 2025, THROUGH DECEMBER 31, 2027**

**ARTICLE 1. PURPOSE AND DEFINITIONS**

**A. Purpose**

It is the purpose of this Memorandum of Understanding ("MOU") to promote and provide for continuity of operations and employment through harmonious relations, cooperation and understanding between management and the employees covered by this MOU; to provide an established, orderly and fair means of resolving any misunderstandings or differences which may arise from the provisions of this MOU, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

**B. Definitions**

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

1. "Association" means the Mono County Deputy Sheriffs' Association ("MCDSA").
2. "Base rate of pay" means the employee's current step hourly rate of pay as identified in Appendix "A".
3. "County" means the County of Mono, California.
4. "Employee" refers to full-time employees covered by this MOU.
5. "MOU" means this Memorandum of Understanding between the Association and the County.
6. "Regular rate of pay" means the base hourly rate of pay plus any additional amounts required by the Fair Labor Standards Act (FLSA) to be included in the regular rate, for which the employee qualifies under this MOU.
7. "Retiree" is a former County employee whom CalPERS considers to be a County retiree/annuitant but who is not a post-retirement health beneficiary as described below.
8. "Post-retirement health beneficiary" means a Retiree, who for purposes of Article 15 of this MOU:
  - was hired prior to January 1, 1986, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least five (5) years continuous service with the County immediately preceding their date of retirement, unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or

- was hired after December 31, 1985 and before July 1, 1987, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least ten (10) years continuous service with the County immediately preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or
- was hired after June 30, 1987 and before January 1, 1995, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least fifteen (15) years continuous service with the County immediately preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or,
- was hired after December 31, 1995, and before May 1, 2001, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least twenty (20) years continuous service with the County immediately preceding their retirement, unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan.

## ARTICLE 2. TERM

This MOU shall be in effect from January 1, 2025, and shall remain in full force and effect through 12:00 midnight on December 31, 2027.

## ARTICLE 3. RECOGNITION

The County recognizes the Association as the sole and exclusive representative for full-time employees in the peace officer bargaining unit comprised of the classifications of Sergeant, Deputy Sheriff I, Deputy Sheriff II, and Boating Safety Officer.

## ARTICLE 4. NON-DISCRIMINATION

There shall be no unlawful discrimination based on an employee's race, religious creed, color, national origin, ancestry, sex, age, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military or veteran's status and/or any other category protected by federal and/or state law. In addition, the County shall not retaliate because of the 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.

## ARTICLE 5. SALARY SCHEDULE

- A. The salary schedule shall consist of five (5) steps, each step shall be equivalent to five percent (5%) above the prior step. Advancement of steps shall be automatic upon the employee's anniversary date and a satisfactory annual evaluation. No time worked while step increases

were frozen, either pursuant to a previously-adopted MOU and/or Imposed Terms and Conditions, shall be counted for purposes of determining any step increases provided pursuant to this MOU.

- B. Employees are required to utilize direct deposit of their payroll checks.
- C. Employees will submit their timesheets and any other data and information needed by the Finance Department for purposes of payroll processing by such deadlines as the Finance Director may set.

#### ARTICLE 6. SALARY

Effective upon the pay period of MOU ratification, all classifications shall receive a cost of living adjustment of seven percent (7%).

Effective January 1, 2026, all classifications shall receive a cost of living adjustment of three percent (3%).

Effective January 1, 2027, all classifications shall receive a cost of living adjustment of three percent (3%).

#### ARTICLE 7. HOLIDAY PAY

In lieu of receiving holidays off employees shall receive holiday incentive pay in the amount of seven percent (7%) of their base rate of pay.

#### ARTICLE 8. LONGEVITY PAY

Longevity pay was discontinued effective January 2, 2012. Employees who were receiving longevity pay as of January 1, 2012, which is 6.5%, will continue to receive longevity pay, but the 6.5% amount of such pay shall be frozen and shall not increase.

#### ARTICLE 9. RETIREMENT

The County shall continue its participation in the California Public Employees' Retirement System ("CalPERS").

Retirement Tier 1 – Safety Members hired before December 27, 2012, shall receive the 3% @ 50 retirement formula, highest twelve (12) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2.0%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay nine percent (9%) of salary as the CalPERS employee's contribution and three percent (3%) of the CalPERS employer's contribution on a pre-tax basis.

Retirement Tier 2 – Safety Members hired between December 27, 2012 and January 1, 2013, or Classic Members as defined by CalPERS, shall receive the 3% @ 55 retirement formula, highest thirty-six (36) month average final compensation period, the Fourth Level of the 1959 Survivor's

Benefit, Unused Sick Leave Option, and a two percent (2.0%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay nine percent (9%) of salary as the CalPERS employee's contribution and three percent (3%) of the CalPERS employer's contribution on a pre-tax basis.

Retirement Tier 3 – New Safety Members, as defined by CalPERS, hired on or after to January 1, 2013, shall receive the 2.7% @ 57 retirement formula, highest thirty-six (36) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2.0%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay half of the total normal cost of the retirement plan as determined annually by CalPERS on a pre-tax basis.

#### ARTICLE 10. HEALTH INSURANCE

- A. Employees and their dependents are entitled to health care benefits as provided in this Article and Articles 11 and 12.
- B. "Health care benefits" means the medical, dental, and vision benefits provided to employees and their dependents by the County.
- C. The County contracts with CalPERS medical insurance for all employees. The County shall pay only the statutory amount prescribed by Government Code section 22892 per employee per month for medical insurance.
- D. State Disability Insurance (SDI)

The 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, the County shall continue paying:

- 1. Monthly contributions into the Cafeteria Plan based on the Employee's applicable tier (See Article 13); and
- 2. The medical portion of Social Security.

#### ARTICLE 11. DENTAL CARE PLAN

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

#### ARTICLE 12. 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 13. CAFETERIA PLAN

For employees enrolled in PORAC insurance, the County shall contribute into the cafeteria plan an amount equal to ninety-five percent (95%) of the PORAC premium 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 22892, which the County shall pay directly to PERS. For employees not enrolled in PORAC insurance, the County shall contribute into the cafeteria plan an amount equal to eighty percent (80%) of the PERS Gold premium for the coverage tier in which the employee is enrolled, minus the statutory amount prescribed by section 22892, which the County shall pay directly to PERS.

### ARTICLE 14. 401(a) PLAN

- A. Employees hired on or after May 1, 2001, are not eligible to earn or receive post-retirement benefits provided by paragraph A of Article 15 but shall instead be eligible to receive County contributions into an Internal Revenue Code Section 401(a) Plan ("401(a) Plan") established by the County, as described more fully below. Any active employee of the unit who was hired prior to May 1, 2001, may also elect to receive County contributions into a Section 401(a) Plan under this Article, if he or she waives and relinquishes any present or future rights to receive the post-retirement health benefits provided by paragraph A of Article 15.
- B. The County shall contribute into the 401(a) Plan an amount on behalf of each employee participating under 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 ("457 Plan") 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 contributes 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) Plan contribution would fully match the Employee's 457 contribution; if an employee contributes more than five percent (5%) of his or her base rate of pay 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 base rate of pay 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 by the 401(a) Plan. The Employee's ability to withdraw the County's contributions into the 401(a) Plan is set forth in paragraph C.
- C. The 401(a) Plan has the following vesting schedule for participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

<u>Years of County 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 July 1, 2025)

Upon implementation by the County and by no later than July 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. In addition to and notwithstanding the foregoing, employees' options for withdrawing, "rolling over," and otherwise using account 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 any other applicable laws with which the County and the 401(a) Plan must comply.

**ARTICLE 15. HEALTH BENEFITS FOR RETIREES AND POST-RETIREMENT HEALTH BENEFICIARIES**

A. Post-Retirement Health Beneficiaries

1. Post-retirement health beneficiaries who are not yet eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the amount paid into the cafeteria plan for active employees under Article 13. This amount does not include the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS.
2. Post-retirement health beneficiaries who are eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the monthly amount of the PERS Choice Medicare Supplement premium or the monthly premium amount of the plan in which the post-retirement health beneficiary is enrolled, whichever is less, based on the residency and coverage tier in which the post-retirement health beneficiary is enrolled. This amount does not include the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS.
3. In the event a post-retirement health beneficiary and their dependent are not both Medicare-qualified, then the qualified individual shall enroll in Medicare and payment through the cafeteria plan shall not exceed the amount described in A.1.

4. Post-retirement health beneficiaries and one dependent (as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to employees in Article 10.

#### B. Retirees

Retirees hired on or after May 1, 2001, who enroll in CalPERS medical insurance, shall receive the statutory amount prescribed by Government Code section 22892 per month paid directly by the County to PERS.

### ARTICLE 16. FITNESS FOR DUTY; PHYSICAL EXAMINATION

The Sheriff may require any employee to submit to examinations by County designated physicians to evaluate the employee's fitness for duty when there is a reasonable basis for believing that the employee may be unable to perform the essential functions of their job with or without reasonable accommodation and/or without posing an unreasonable risk to the health and safety of the employee or others. (See also Section 1014 of the current Mono County Sheriff's Department Policies and Procedures, entitled "Fitness For Duty," which is incorporated herein by this reference.)

### ARTICLE 17. COURT TIME

Off-duty court time will be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay with a minimum of four (4) hours. Any off-duty time required to appear in court in excess of the four (4) hours in one (1) day shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay. This applies to hours that are non-contiguous to the employee's regular duty hours.

If an employee receives notice not to appear for a scheduled court appearance after the end of the employee's last previous work shift and before leaving to attend court, then the employee will receive one hundred dollars (\$100.00) for the court cancelation.

### ARTICLE 18. CALL-IN

An employee who is called in to work outside of their normal work shift by the Sheriff's Office shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay with a minimum of four (4) hours. Any time required in excess of the four (4) hours shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.

### ARTICLE 19. ON-CALL PAY

When warranted and in the interest of County operations, the Sheriff may post "on-call" shifts. The Sheriff shall make available on-call shifts prior to the 15<sup>th</sup> of the month for the following month. The Sheriff's Administration (Sheriff, Under Sheriff, or Lieutenant) shall administer the sign-up process with employees signing up for on-call shifts in order of hire date as a deputy on a voluntary basis. The Sheriff's Administration (Sheriff, Under Sheriff, or Lieutenant) shall distribute the

posted on-call calendar five (5) days prior to the end of the month. Employees who sign-up shall receive two (2) hours of CTO for an on-call shift. Employees who are on call shall be required to answer their phone and able to leave their residence within forty-five (45) minutes of the call.

For the purpose of this section an on-call shift will be up to a twelve (12) hour shift.

## ARTICLE 20. OVERTIME PAY

Employees who work in excess of their regularly scheduled workday or shift, shall be compensated for overtime at a rate of one and one-half (1-1/2) times the employee's regular rate of pay. All paid time shall count as time worked for the purpose of calculating overtime. Overtime may be taken in cash or compensatory time off ("CTO") at the employee's discretion. CTO may not accrue in excess of two hundred (200) hours.

### 1. 40-hour workweek:

Employees assigned to a forty-hour (40) workweek shall be on a forty (40) hour, seven (7) day work period. All hours paid in excess of forty (40) hours in the seven (7) day work period will be paid at one and one-half (1-1/2) times the employee's regular rate of pay.

### 2. 84-hour work period:

Employees assigned to the 3/12-4/12 work schedule shall be on an eighty (80) hour, fourteen (14) day work period pursuant to section 7(k) of the Fair Labor Standards Act (29 USA § 207 (k)). All hours paid in excess of eighty (80) hours in the fourteen (14) day work period will be paid at one and one-half (1-1/2) times the employee's regular rate of pay.

### 3. Grant Overtime:

The Sheriff shall have the ability to designate additional overtime for grant-funded details that will be paid at one and one-half (1-1/2) times the employee's regular rate of pay, regardless of hours worked during the work period.

## ARTICLE 21. UNIFORMS AND CLOTHING

Upon hire, each employee will be reimbursed up to twelve hundred dollars (\$1200.00) for the purchase of uniforms and equipment upon presentation of receipts. Alternatively, each employee may request and, the County shall provide, a store credit of twelve hundred dollars (\$1200.00) or the balance thereof for the purchase of uniforms and equipment from a vendor(s) selected by the County. Employees shall be responsible for the replacement and maintenance of their uniforms. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination as to whether the clothing is replaced or repaired shall be made by the Sheriff or designee.

## ARTICLE 22. SAFETY EQUIPMENT

The County shall provide employees with the following equipment, and replace or repair such equipment when deemed necessary by the Sheriff's Office:

1. Hand gun and ammunition
2. Patrol Rifle and ammunition

3. Shotgun and ammunition
4. Taser and Taser holster
5. Holster
6. Sam Browne Belt and four keepers
7. Three hand gun magazines and magazine holder
8. Three Patrol Rifle magazines
9. Handcuffs and handcuff case
10. Radio and radio holder
11. Baton and baton holder
12. Pepper spray and pepper spray holder
13. Flashlight and flashlight holder
14. Body armor
15. Baseball cap
16. Winter knit cap
17. Winter jacket
18. Boot replacement or maintenance (\$350 Biennially)
19. Winter gloves
20. Goggles
21. Sunglasses (\$100 Annually)
22. Raincoat
23. Two jumpsuits

#### ARTICLE 23. VACATION LEAVE

A. Employees shall accrue vacation leave as follows:

Initial Employment	80 hours vacation per year
After 3 years' service	120 hours vacation per year
After 10 years' service	136 hours vacation per year
After 15 years' service	152 hours vacation per year
After 20 years' service	160 hours vacation per year

B. Commencing upon MOU ratification, employees, who have vacation leave balances in excess of two hundred and forty (240) hours annually as of the MOU ratification date, shall have those hours in excess of two hundred and forty (240) hours converted to cash.

C. Employees will have the option to make an irrevocable election to cash out up to 40 hours of vacation leave on an annual basis. To be eligible for annual vacation leave cash out, the employee must have used 40 hours of vacation leave in the prior 12 months.

#### ARTICLE 24. SICK LEAVE

A. Employees shall accrue 8 hours of sick leave per month of full-time service. Upon retirement, employees may convert unused sick leave to service credit with CalPERS. Sick leave shall have no cash value.

B. Employees may elect to use accrued leaves after sick leave or workers' compensation is exhausted.

C. Compensation for Accrued Sick Leave – Employees may be compensated for a maximum of

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 eligible to 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 eligible to 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 eligible to 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 25. EDUCATIONAL INCENTIVE PAY

- A. Employees shall receive five percent (5.0%) of their base rate of pay for possession of an Intermediate POST Certificate.
- B. Employees shall receive seven and a half percent (7.5%) of their base rate of pay for possession of an Advanced or Supervisory POST Certificate.
- C. Employees shall receive two and a half percent (2.5%) of their base rate of pay for possession of a Bachelor's degree.

Educational pay shall be additive and not compounded.

#### ARTICLE 26. EDUCATIONAL INCENTIVE PROGRAM

- A. Employees who enroll in college courses shall be reimbursed by the County for allowable expenses related to the courses in an amount not to exceed \$700.00 per calendar year. Allowable expenses shall include tuition expenses for required course material and textbooks, and shall be subject to the following:
  - (1) Courses must be taken from an accredited institution.
  - (2) Employees will not be granted time off from their regular work schedule to attend such courses.
  - (3) 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 and a minimum grade of "C" or equivalent.

#### ARTICLE 27. BILINGUAL PAY

Employees who are bilingual in Spanish or other languages as determined by the County shall receive three and a quarter percent (3.25%) of their base rate of pay.

#### ARTICLE 28. FIELD TRAINING OFFICER PAY

Employees assigned as a Field Training Officer (FTO) shall receive an additional five percent (5%) above their base rate of pay for all hours which they are actually training, and with approval of the FTO supervisor, to hours spent preparing for the upcoming FTO assignment.

#### ARTICLE 29. SERGEANT PAY FOR OFF-DUTY CALLS

A two-hour (2) minimum shall be paid at the overtime rate to a sergeant who is unexpectedly called at home, while otherwise off duty, by County dispatch or any on-duty County employee regarding County business that requires their immediate attention. If the sergeant is called more than once during the initial two-hour (2) period, any work performed during that initial period shall be considered to be within the initial period and no additional compensation shall be owed. Any calls that have been prearranged or requested in advance shall not be eligible for compensation under this Article.

#### ARTICLE 30. ASSOCIATION RELEASE TIME

The Association President or designee shall have reasonable time off for association matters, with the approval of the Sheriff. Association release time is limited to one hundred and twenty (120) hours annually. The President or designee shall give management two (2) weeks' notice prior to taking time off.

#### ARTICLE 31. TAKE-HOME VEHICLES

- A. To facilitate and enhance law enforcement services, and to the extent available, employees shall be assigned a vehicle. Employees must complete their Field Training Officer (FTO) program and live within thirty (30) miles of the County line to take home their assigned vehicle. The taking of vehicles home is intended to serve the Department's operational purposes by enhancing the safety of the public and the deputies through quicker response times.
- B. Vehicles may be unassigned as part of a Performance Improvement Plan (PIP) or due to loss of driving privileges.
- C. Employees who are unable to perform patrol or response functions (including those on light or modified duty) may be prohibited from using their assigned vehicles. The Sheriff may send an employee to retrieve the vehicle or require the employee to park the vehicle at his or her residence until he or she returns to full duty.
- D. Vehicles may be taken away from an employee as a result of the disciplinary process.

#### ARTICLE 32. INVESTIGATION PAY

Employees assigned to investigations shall receive an additional five percent (5%) above their base rate of pay for all hours worked.

#### ARTICLE 33. SERGEANT QUALIFICATIONS

For vacancies in the classification of Sergeant the County will initially conduct an internal recruitment. If there are at least three (3) qualified internal candidates the County shall select from one (1) of the internal applicants. In the event there are not three (3) qualified internal candidates the County may conduct an external recruitment.

#### ARTICLE 34. CANINE CARE PAY

An employee(s) who is regularly assigned responsibility for canine handling and care shall receive three and a half (3.5) hours per week paid at the premium rate equal to time and one half (1.5) of the employee's base hourly rate. This is considered compensation for hours worked under the FLSA for the time spent at his/her residence in caring for the dog during regular days off and during vacation, holiday, sick leave, etc.

The assigned employee(s) to canine duty agrees that the above additional hours provided each week are reasonably necessary to provide for the care and maintenance of the assigned canine and that these additional "hours worked" are intended to compensate the employee(s) for all off duty hours spent caring for and maintaining their assigned canine, in compliance with the FLSA and interpretive cases and rulings. The assigned canine handler shall receive this "Canine Premium Pay" regardless of their leave status.

An employee(s) assigned as the canine handler will be compensated for travel time to and from, as well as actual time spent, attending canine training with the Department's approved trainer at the premium rate equal to time and one half (1.5) of the employee's base hourly rate if the training falls on the canine handler's normal days off.

#### ARTICLE 35. MISCELLANEOUS

This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employees' wages, hours and other terms and conditions of employment not covered by the Memorandum of Understanding shall remain the same for the term of this Memorandum of Understanding. Therefore, except by mutual agreement of the parties or as specifically provided otherwise herein, for the life of the Memorandum of Understanding, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained for prior to the execution of the Memorandum of Understanding. There shall be no changes to the Personnel Rules which affect negotiable wages, hours, terms or conditions of employment without mutual agreement. This Memorandum of Understanding shall remain in full force and effect until a new Memorandum of Understanding is ratified or the County imposes its last, best and final proposal.



## ARTICLE 36. SEVERABILITY

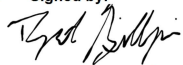
Should any section, clause, or provision of the Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction or invalid by CalPERS, such invalidation of such section, clause, or provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in full force and effect.

Upon such invalidation, the parties agree immediately to meet and confer on substitute provision for such parts or provisions rendered or declared illegal or an unfair labor practice.

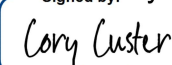
## ARTICLE 37. SIGNATURES


In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Memorandum of Understanding.

\_\_\_\_\_  
John Peters, CHAIR  
Mono County Board of Supervisors

Signed by:  
  
B415C17D32CC4DA...

\_\_\_\_\_  
Brent Gillespie  
Mono County Deputy Sheriffs' Association

Signed by:  
  
ZAD6937284BE490...  
Cory Custer  
Mono County Deputy Sheriffs' Association

Signed by:  
  
F1D9D35E4B1A4ED...  
Jason Pelichowski  
Mono County Deputy Sheriffs' Association

Approved as to Form:

\_\_\_\_\_  
Christopher Beck  
COUNTY COUNSEL

Approved as to Form:

Signed by:  
  
624C4E401BAE4DE...  
Tiffany Moran  
ASSOCIATION NEGOTIATOR

MONO COUNTY - 2025 Salary Schedule Deputy Sheriff Association (DSA)

STEPS							
Class Title	RANGE		A	B	C	D	E
Deputy I	50	Hourly	\$ 37.5755	\$ 39.4543	\$ 41.4270	\$ 43.4984	\$ 45.6733
		Bi-weekly	\$ 3,006.04	\$ 3,156.34	\$ 3,314.16	\$ 3,479.87	\$ 3,653.86
		monthly	\$ 6,513.09	\$ 6,838.74	\$ 7,180.68	\$ 7,539.72	\$ 7,916.70
		Annual	\$ 78,157.08	\$ 82,064.93	\$ 86,168.18	\$ 90,476.59	\$ 95,000.42
Deputy II	54	Hourly	\$ 41.4831	\$ 43.5572	\$ 45.7351	\$ 48.0218	\$ 50.4229
		Bi-weekly	\$ 3,318.65	\$ 3,484.58	\$ 3,658.81	\$ 3,841.75	\$ 4,033.84
		monthly	\$ 7,190.40	\$ 7,549.92	\$ 7,927.42	\$ 8,323.79	\$ 8,739.98
		Annual	\$ 86,284.80	\$ 90,599.04	\$ 95,128.99	\$ 99,885.44	\$ 104,879.71
Sergeant	60	Hourly	\$ 48.1068	\$ 50.5121	\$ 53.0377	\$ 55.6896	\$ 58.4741
		Bi-weekly	\$ 3,848.54	\$ 4,040.97	\$ 4,243.02	\$ 4,455.17	\$ 4,677.93
		monthly	\$ 8,338.51	\$ 8,755.44	\$ 9,193.21	\$ 9,652.87	\$ 10,135.51
		Annual	\$ 100,062.12	\$ 105,065.23	\$ 110,318.49	\$ 115,834.41	\$ 121,626.13
Sheriff Safety Officer (Boating)	53	Hourly	\$ 32.9210	\$ 34.5671	\$ 36.2954	\$ 38.1102	\$ 40.0157
		Bi-weekly	\$ 2,633.68	\$ 2,765.37	\$ 2,903.63	\$ 3,048.82	\$ 3,201.26
		monthly	\$ 5,706.31	\$ 5,991.63	\$ 6,291.21	\$ 6,605.77	\$ 6,936.06
		Annual	\$ 68,475.72	\$ 71,899.51	\$ 75,494.48	\$ 79,269.21	\$ 83,232.67

MONO COUNTY - 2026 Salary Schedule Deputy Sheriff Association (DSA)

STEPS							
Class Title	RANGE		A	B	C	D	E
Deputy I	50	Hourly	\$ 38.7028	\$ 40.6379	\$ 42.6698	\$ 44.8033	\$ 47.0435
		Bi-weekly	\$ 3,096.22	\$ 3,251.03	\$ 3,413.59	\$ 3,584.26	\$ 3,763.48
		monthly	\$ 6,708.48	\$ 7,043.91	\$ 7,396.10	\$ 7,765.91	\$ 8,154.20
		Annual	\$ 80,501.79	\$ 84,526.88	\$ 88,753.22	\$ 93,190.88	\$ 97,850.43
Deputy II	54	Hourly	\$ 42.7276	\$ 44.8639	\$ 47.1071	\$ 49.4625	\$ 51.9356
		Bi-weekly	\$ 3,418.21	\$ 3,589.12	\$ 3,768.57	\$ 3,957.00	\$ 4,154.85
		monthly	\$ 7,406.11	\$ 7,776.42	\$ 8,165.24	\$ 8,573.50	\$ 9,002.18
		Annual	\$ 88,873.34	\$ 93,317.01	\$ 97,982.86	\$ 102,882.00	\$ 108,026.10
Sergeant	60	Hourly	\$ 49.5500	\$ 52.0275	\$ 54.6289	\$ 57.3603	\$ 60.2283
		Bi-weekly	\$ 3,964.00	\$ 4,162.20	\$ 4,370.31	\$ 4,588.82	\$ 4,818.27
		monthly	\$ 8,588.67	\$ 9,018.10	\$ 9,469.00	\$ 9,942.45	\$ 10,439.58
		Annual	\$ 103,063.98	\$ 108,217.18	\$ 113,628.04	\$ 119,309.44	\$ 125,274.91
Sheriff Safety Officer (Boating)	53	Hourly	\$ 33.9086	\$ 35.6041	\$ 37.3843	\$ 39.2535	\$ 41.2162
		Bi-weekly	\$ 2,712.69	\$ 2,848.33	\$ 2,990.74	\$ 3,140.28	\$ 3,297.29
		monthly	\$ 5,877.50	\$ 6,171.37	\$ 6,479.94	\$ 6,803.94	\$ 7,144.14
		Annual	\$ 70,529.99	\$ 74,056.49	\$ 77,759.31	\$ 81,647.28	\$ 85,729.64

MONO COUNTY - 2027 Salary Schedule Deputy Sheriff Association (DSA)

STEPS							
Class Title	RANGE		A	B	C	D	E
Deputy I	50	Hourly	\$ 39.8639	\$ 41.8571	\$ 43.9499	\$ 46.1474	\$ 48.4548
		Bi-weekly	\$ 3,189.11	\$ 3,348.56	\$ 3,515.99	\$ 3,691.79	\$ 3,876.38
		monthly	\$ 6,909.74	\$ 7,255.22	\$ 7,617.98	\$ 7,998.88	\$ 8,398.83
		Annual	\$ 82,916.84	\$ 87,062.68	\$ 91,415.82	\$ 95,986.61	\$ 100,785.94
Deputy II	54	Hourly	\$ 44.0094	\$ 46.2099	\$ 48.5204	\$ 50.9464	\$ 53.4937
		Bi-weekly	\$ 3,520.75	\$ 3,696.79	\$ 3,881.63	\$ 4,075.71	\$ 4,279.50
		monthly	\$ 7,628.30	\$ 8,009.71	\$ 8,410.20	\$ 8,830.70	\$ 9,272.24
		Annual	\$ 91,539.54	\$ 96,116.52	\$ 100,922.34	\$ 105,968.46	\$ 111,266.88
Sergeant	60	Hourly	\$ 51.0365	\$ 53.5883	\$ 56.2677	\$ 59.0811	\$ 62.0352
		Bi-weekly	\$ 4,082.92	\$ 4,287.07	\$ 4,501.42	\$ 4,726.49	\$ 4,962.81
		monthly	\$ 8,846.33	\$ 9,288.64	\$ 9,753.07	\$ 10,240.73	\$ 10,752.76
		Annual	\$ 106,155.90	\$ 111,463.70	\$ 117,036.88	\$ 122,888.72	\$ 129,033.16
Sheriff Safety Officer (Boating)	53	Hourly	\$ 34.9259	\$ 36.6722	\$ 38.5058	\$ 40.4311	\$ 42.4527
		Bi-weekly	\$ 2,794.07	\$ 2,933.78	\$ 3,080.47	\$ 3,234.49	\$ 3,396.21
		monthly	\$ 6,053.82	\$ 6,356.52	\$ 6,674.34	\$ 7,008.06	\$ 7,358.46
		Annual	\$ 72,645.89	\$ 76,278.18	\$ 80,092.09	\$ 84,096.70	\$ 88,301.53



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 3, 2024

**Departments:** Public Works Engineering Division

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Paul Roten, Public Works Director

**SUBJECT** Employment Agreement -  
Environmental and Transportation  
Engineer

### AGENDA DESCRIPTION:

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

Proposed resolution to approve the Agreement Regarding Terms and Conditions of Employment of Chad Senior as Environmental and Transportation Engineer for Mono County, prescribing the compensation, appointment, and conditions of said employment.

### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve proposed Resolution. 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 this fiscal year is \$105,924, of which \$75,997 is salary and \$29,927 is benefits. The annual cost will be \$190,454, of which \$136,645 is salary and \$53,809 is benefits. The fiscal impact of this item is included in the Public Works FY 2024-25 adopted budgets.

**CONTACT NAME:** Paul Roten

**PHONE/EMAIL:** 760-709-0427 / [proten@mono.ca.gov](mailto:proten@mono.ca.gov)

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

Click to download

☐ [Chad Senior Staff Report](#)

☐ [Employment Agreement Chad Senior](#)

☐ [Resolution Chad Senior](#)

History

Time	Who	Approval
11/20/2024 10:13 AM	County Counsel	Yes
11/21/2024 2:21 PM	Finance	Yes
11/21/2024 5:15 PM	County Administrative Office	Yes



# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** December 3, 2024  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Paul Roten, Director of Public Works  
**Subject:** A Resolution of the Mono County Board of Supervisors Approving an Agreement Prescribing the Compensation, Appointment, and Conditions of Employment of Chad Senior.

### Background:

Chad Senior has been employed by Mono County since 2017 as an Associate Engineer. Prior to working for Mono County, Chad obtained his bachelor's in civil engineering and a master's in environmental engineering.

Chad's main functions have included completing Transportation Improvement Projects funded by State and Federal Grants programs. His competency in that work has been extraordinary.

### Discussion:

As the Public Works Department develops, it has become clear that having an Environmental Engineer managing the ever more restrictive Solid Waste operations would be of great value to Mono County. This position has been created out of the void left by the vacancy in the Solid Waste Superintendent position and the lack of a dedicated Transportation Engineer.

Chad's vacant position has already been filled by a very qualified Civil Engineer, and that Engineer will work at Chad's direction to continue the work in Transportation. Chad will take over the Solid Waste Program that has been performed recently by a consultant and the Public Works Director.

If you have any questions regarding this item, please contact me at (760) 709-0427.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Paul Roten", is written over a horizontal line.

Paul Roten – Director of Public Works

**Attachments:** Draft Resolution of the Mono County Board of Supervisors Approving an Agreement Prescribing the Compensation, Appointment, and Conditions of Employment of Chad Senior

**AGREEMENT REGARDING TERMS AND CONDITIONS OF  
EMPLOYMENT OF CHAD SENIOR  
AS ENVIRONMENTAL AND TRANSPORTATION ENGINEER FOR MONO COUNTY**

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

**I. RECITALS**

Chad Senior (hereinafter “Mr. Senior”) is currently employed by County as its Associate Engineer. The County now wishes to employ Mr. Senior in the at-will position of Environmental and Transportation Engineer in accordance with the terms and conditions set forth in this Agreement. Mr. Senior wishes to accept employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence December 9, 2024 (“Effective Date”), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Mr. Senior shall be employed by Mono County as its Environmental and Transportation Engineer, serving at the will and pleasure of the Director of Public Works. Mr. Senior accepts such employment. The Director of Public Works shall be deemed the “appointing authority” for all purposes with respect to Mr. Senior’s employment. The Director of Public Works and Mr. Senior will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Senior’s work. Mr. Senior’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director of Public Works in accordance with the “Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees” most recently adopted by the Mono County Board of Supervisors on April 2, 2024, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “**Management Compensation Policy**”).
3. Mr. Senior’s salary shall be Range 120, Step A as set forth in the “Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads” most recently adopted on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “**Salary Matrix**”) and shall be modified as provided in the then-applicable Management Compensation Policy and the Salary Matrix.
4. Mr. Senior understands that he is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of his retirement benefits that may be mandated by the Public Employees’ Pension Reform Act of 2013 (PEPRA).



5. Mr. Senior shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of At-Will and Elected Management-Level Officers and Employees” updated most recently by the Mono County Board of Supervisors on April 2, 2024, and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2024 to reflect Mr. Senior’s December 9, 2024 start date. Mr. Senior understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided, or it is lost. Consistent with Mr. Senior’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Senior may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Senior’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Senior’s full participation in applicable professional associations, for his continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Director of Public Works.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Senior shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Mr. Senior’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Mr. Senior understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Senior cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Senior’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except

for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the “at will” nature of Mr. Senior’s employment, the Director of Public Works may terminate Mr. Senior’s employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Senior understands and acknowledges that as an “at will” employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, 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 County Administrative Officer may, in his or her discretion, take during Mr. Senior’s employment.
10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Mr. Senior’s employment under this Agreement, Mr. Senior shall receive as severance pay a lump sum equal to two (2) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Mr. Senior shall not be entitled to any severance pay in the event that the Director of Public Works has grounds to discipline him on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Senior shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Senior may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Senior shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Senior, and shall supersede and replace any and all prior agreements or understandings regarding Mr. Senior’s employment.
13. The parties agree that the Board of Supervisors’ approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties’ intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Senior’s employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties

intend that Mr. Senior's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Mr. Senior shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Senior is convicted of a crime involving abuse of office or position.

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

15. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

### III. EXECUTION:

This Agreement is executed by the parties this 3rd day of December, 2024.

EMPLOYEE

THE COUNTY OF MONO

*Chad Senior*  
Chad Senior (Nov 19, 2024 19:38 PST)  
Chad Senior

\_\_\_\_\_  
John Peters, Chair  
Board of Supervisors

APPROVED AS TO FORM:

  
COUNTY COUNSEL



**RESOLUTION NO. R24-**

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Agreement Regarding Terms and Conditions of Employment of Chad Senior, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Chad Senior. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this 3rd day of December, 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

ATTEST: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
John Peters, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

 Print

**MEETING DATE** December 3, 2024

**Departments: Public Works**

**TIME REQUIRED** 5 minutes

**SUBJECT** Employment Agreement - Project  
Manager

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Paul Roten, Public Works Director

### AGENDA DESCRIPTION:

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

Proposed Resolution of the Mono County Board of Supervisors Approving an Agreement Prescribing the Compensation, Appointment and Conditions of Employment of Robert Makoske.

### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve proposed Resolution. 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 this fiscal year is \$70,153, of which \$48,988 is salary and \$21,165 is benefits. The annual cost will be \$126,137, of which \$88,082 is salary and \$38,055 is benefits. The fiscal impact of this item is included in the Public Works FY 2024-25 adopted budgets.

**CONTACT NAME:** Paul Roten

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

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

History

Time	Who	Approval
11/20/2024 11:01 AM	County Counsel	Yes
11/21/2024 2:16 PM	Finance	Yes
11/21/2024 5:17 PM	County Administrative Office	Yes



## MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** December 3, 2024  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Paul Roten, Director of Public Works  
**Subject:** A Resolution of the Mono County Board of Supervisors Approving an Agreement Prescribing the Compensation, Appointment, and Conditions of Employment of Robert Makoske.

### Background:

Rob Makoske has been an employee with Mono County since 2023. He has been working at the Bridgeport office for the Community Development Department. His duties included some grant work and working on various projects. He has a bachelor's degree in public administration.

### Discussion:

As the work in throughout Mono County has increased, we have determined the need for a north County Project Manager. The duties of the Project Managers have expanded to applying for and managing grants, as well as managing the construction of the projects paid for by the grants. These positions often have over a 100% return on investment when new funding is found.

The Project Manager's duties include the new Jail Construction, upgrading of the North County Offices, Probation Transitional Housing, CSA Projects, EV Charging infrastructure, as well as grant writing and grant management. These tasks will be split up between the two project managers.

Rob's background in Public Administration will be very valuable as managing these projects.

If you have any questions regarding this item, please contact me at (760) 709-0427.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Paul Roten", is written over a horizontal line.

Paul Roten – Director of Public Works

**Attachments:** Draft Resolution of the Mono County Board of Supervisors Approving an Agreement Prescribing the Compensation, Appointment, and Conditions of Employment of Robert Makoske



**RESOLUTION NO. R24-**

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Agreement Regarding Terms and Conditions of Employment of Robert Makoske, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Robert Makoske. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:** \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
John Peters, Chair  
Board of Supervisors

**APPROVED AS TO FORM:**

\_\_\_\_\_  
COUNTY COUNSEL



**AGREEMENT REGARDING TERMS AND CONDITIONS OF  
EMPLOYMENT OF ROBERT MAKOSKE  
AS PUBLIC WORKS PROJECT MANAGER FOR MONO COUNTY**

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

**I. RECITALS**

Robert Makoske (hereinafter “Mr. Makoske”) is currently employed by County as its Community Development Analyst. The County now wishes to employ Mr. Makoske in the at-will position of Public Works Project Manager in accordance with the terms and conditions set forth in this Agreement. Mr. Makoske wishes to accept employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence December 9, 2024 (“Effective Date”), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Mr. Makoske shall be employed by Mono County as its Public Works Project Manager, serving at the will and pleasure of the Director of Public Works. Mr. Makoske accepts such employment. The Director of Public Works shall be deemed the “appointing authority” for all purposes with respect to Mr. Makoske’s employment. The Director of Public Works and Mr. Makoske will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Makoske’s work. Mr. Makoske’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director of Public Works in accordance with the “Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees” most recently adopted by the Mono County Board of Supervisors on April 2, 2024, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “**Management Compensation Policy**”).
3. Mr. Makoske’s salary shall be Range 111, Step A as set forth in the “Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads” most recently adopted on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “**Salary Matrix**”) and shall be modified as provided in the then-applicable Management Compensation Policy and the Salary Matrix.
4. Mr. Makoske understands that he is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of his

retirement benefits that may be mandated by the Public Employees' Pension Reform Act of 2013 (PEPRA).

5. Mr. Makoske shall continue to earn and accrue vacation and sick leave in accordance with the "Policy Regarding Benefits of At-Will and Elected Management-Level Officers and Employees" updated most recently by the Mono County Board of Supervisors on April 2, 2024, and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the "***Management Benefits Policy***") and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2024 to reflect Mr. Makoske's December 9, 2024 start date. Mr. Makoske understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided, or it is lost. Consistent with Mr. Makoske's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Makoske may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Makoske's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Makoske's full participation in applicable professional associations, for his continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Director of Public Works.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Makoske shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Mr. Makoske's employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Mr. Makoske understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Makoske cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Makoske's regular schedule ever be reduced to less than full-time employment, on a

temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the “at will” nature of Mr. Makoske’s employment, the Director of Public Works may terminate Mr. Makoske’s employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Makoske understands and acknowledges that as an “at will” employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, 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 County Administrative Officer may, in his or her discretion, take during Mr. Makoske’s employment.
10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Mr. Makoske’s employment under this Agreement, Mr. Makoske shall receive as severance pay a lump sum equal to two (2) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Mr. Makoske shall not be entitled to any severance pay in the event that the Director of Public Works has grounds to discipline him on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Makoske shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Makoske may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Makoske shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Makoske, and shall supersede and replace any and all prior agreements or understandings regarding Mr. Makoske’s employment.
13. The parties agree that the Board of Supervisors’ approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties’ intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Makoske’s

employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Makoske's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Mr. Makoske shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Makoske is convicted of a crime involving abuse of office or position.

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

15. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

### III. EXECUTION:

This Agreement is executed by the parties this \_\_\_\_ day of \_\_\_\_\_ [DATE OF EXECUTION].

EMPLOYEE

THE COUNTY OF MONO

*Robert Makoske*

\_\_\_\_\_  
Robert Makoske

\_\_\_\_\_  
John Peters, Chair  
Board of Supervisors

APPROVED AS TO FORM:

*[Signature]*

\_\_\_\_\_  
COUNTY COUNSEL



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 3, 2024

**Departments: Public Works - Solid Waste**

**TIME REQUIRED** 30 minutes

**SUBJECT** Solid Waste Program and State of  
Solid Waste Budget

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Paul Roten, Public Works Director

### AGENDA DESCRIPTION:

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

Presentation to provide information to the Board about the state of the Budget of the Public Works - Solid Waste Division.

### RECOMMENDED ACTION:

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

### FISCAL IMPACT:

None.

**CONTACT NAME:** Paul Roten

**PHONE/EMAIL:** 760-709-0427 / [proten@mono.ca.gov](mailto:proten@mono.ca.gov)

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

Click to download

[Solid Waste Presentation](#)

### History

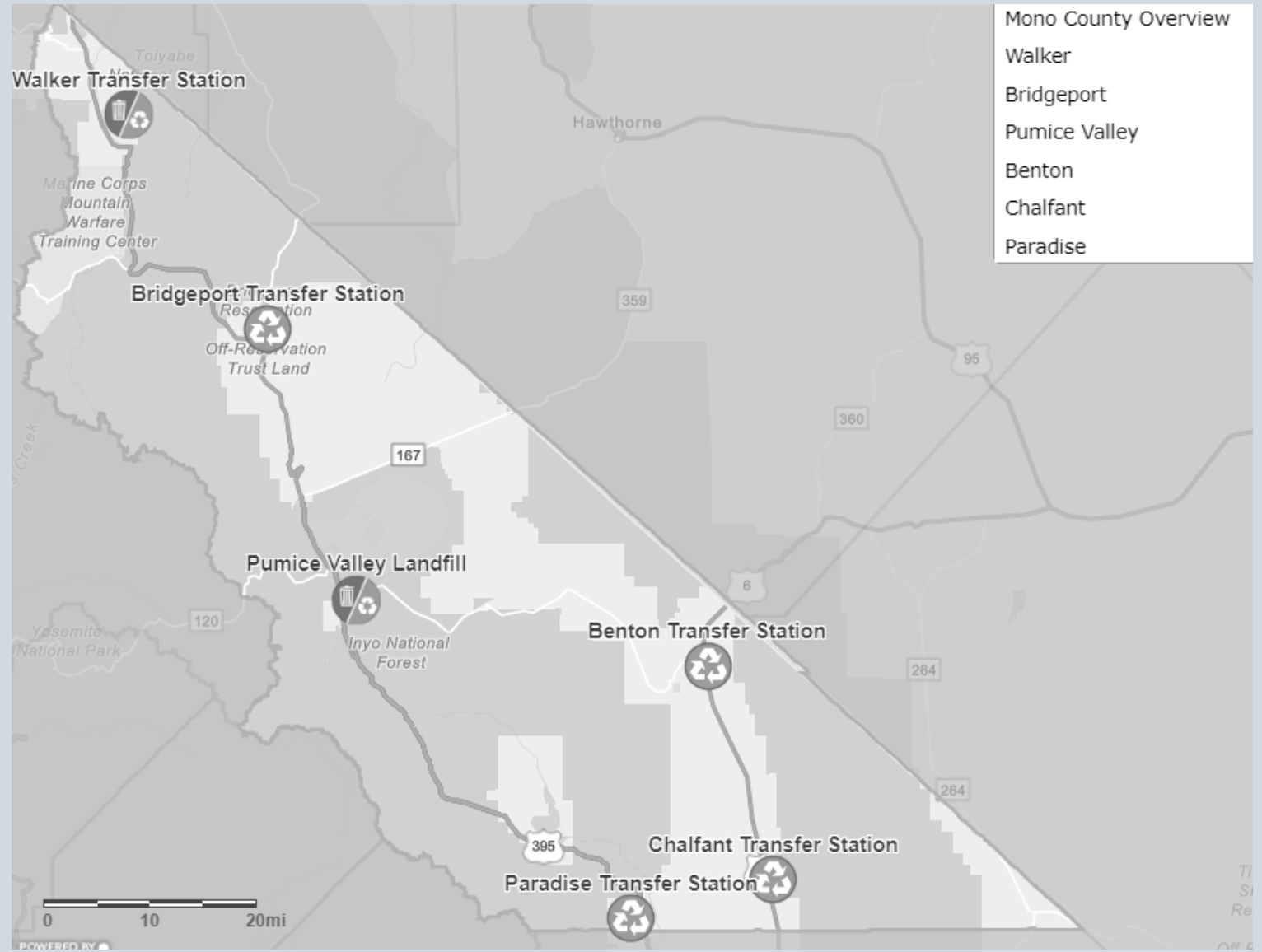
Time	Who	Approval
11/21/2024 3:30 PM	County Counsel	Yes
11/21/2024 3:23 PM	Finance	Yes
11/21/2024 5:37 PM	County Administrative Office	Yes

# Mono County Public Works Solid Waste Program

PAUL R O T E N

# Mono County

## Landfills & Transfer Stations



# Walker Landfill and Transfer Station

280 Offal Road - 43.58 Acres Owned by Mono County - Gate Operated by D&S Waste Services  
Have Weight Scales

## **TRANSFER STATION – total 250 tons of Municipal Solid Waste**

- 20 tons of recyclables
- 230 tons transferred out of state

## **LANDFILL - 460 tons of Construction Debris total**

- 290 tons diverted
- 170 tons buried





# Bridgeport Transfer Station

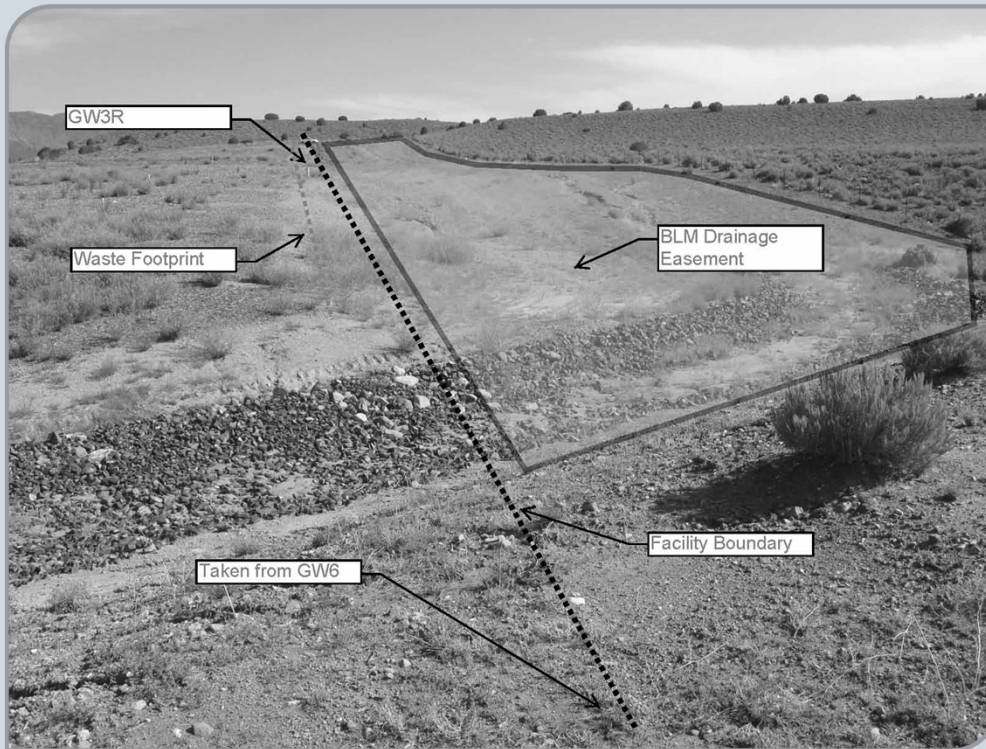
50 Garbage Pit Road - 37.61 Acres – Owned by County of Mono

Gate Operated by D&S - Have Weight Scales

## TRANSFER STATION – total 740 tons of Municipal Solid Waste

- 40 tons of recyclables
- 250 tons diverted to green waste
- 450 tons transferred out of state

**LANDFILL - none**



# Pumice Valley Landfill and Transfer Station

Dross Road - 50.16 Acres Owned by County of Mono



## **TRANSFER STATION – total 720 tons of Municipal Solid Waste**

- 280 tons of recyclables
- 440 tons transferred out of state
- From Mono County – 380
- From Mammoth Lakes - 60

## **LANDFILL – 20,700 tons of Construction Debris total**

- 8,100 tons diverted
  - From Mono County – 1380
  - From Mammoth Lakes – 6700 (83%)
- 12,600 tons buried
  - From Mono County – 1,700
  - From Mammoth Lakes – 10,900 (87%)

# Paradise Transfer Station

Lower Rock Creek Road  
City of Los Angeles (LADWP)  
0.38 Acres available

## **TRANSFER STATION – total 355 tons of Municipal Solid Waste**

- 5 tons of recyclables
- 350 tons transferred out of state

**LANDFILL - none**



# BENTON Transfer Station



## Land Ownership

25574 Highway 6

County of Mono

4.32 Acres (other facilities also on site)

## **TRANSFER STATION – total 260 tons of Municipal Solid Waste**

- 40 tons of recyclables
- 145 tons divert to green waste
- 75 tons transferred out of state

## **LANDFILL - none**

# CHALFANT Transfer Station



## Land Ownership

500 Locust Street

County of Mono

10.07 Acres

## **TRANSFER STATION – total 770 tons of Municipal Solid Waste**

- 60 tons of recyclables
- 300 tons divert to green waste
- 410 tons transferred out of state

## **LANDFILL - none**

# Landfill Responsibility



- With the Landfills, Mono County holds lifetime responsibility, even after they have been closed or converted to transfer stations.
- I will further detail, but I do first want to note that Municipal Solid Waste (MSW) is no longer buried anywhere in Mono County. The Pumice Landfill and the Walker Landfill are the only two remaining landfills and only bury clean construction debris.



# CA State Recycling Legislation

DIRECTLY AFFECTS LANDFILLS TRANSFER STATIONS, BUSINESSES AND RESIDENTS

AB939 Solid Waste Diversion Mandates

AB341 Recycling Diversions

AB1826 Organic Waste Recycling

SB1383 – Reduce organic disposal

SB54 – Plastic Pollution

SB1013 –Beverage Container Recycling

- AB179 Grants for SB1013

SB353 – Juice Containers to CRV

Affects businesses and residents

AB1276 – Straws

AB1162 – Hotel single use containers

# Benton Crossing Landfill (closed)

## Land Ownership

- 899 Pit Road
- City of Los Angeles (LADWP)
- 625.46 Acres

CLOSED - No material accepted





## Benton Crossing Landfill (closed)

# The process continues

At Benton Crossing while closing the gates in December of 2022, that was just the beginning of a very expensive closure process.

- The closure process will include complete removal of all facilities, remove all recyclable trash, and bring the surface to its final cover design levels.
- Full closure of hazardous material area, with verification that all that remains is nonhazardous.
- The final cover design has been designed to limit erosive drainage conditions, and limit potential for contaminated runoff.
- After that, Mono County must monitor forever.
  - There is both water quality monitoring and gas monitoring.

# Pumice Valley Landfill Opening

- At Pumice Valley Landfill, its opening is a long process, which we are working to keep at a pace to limit each annual budget.
- Many improvements are needed which are in the works. In the meantime, we have temporary facilities that our crews have done their best to work with.



# Materials accepted – non Hazardous

General Garbage – Municipal Solid Waste (MSW)

Construction Material

- Inert such as asphalt, gravel, concrete
- Building materials, such as wood, misc metal and gypsum
- Recyclable material, such as unpainted wood and engineered wood

Organics and Wood Debris

- Natural organics such as grass clippings and trimmings
- Wood, such as trees and stumps
- Manure

Tires and Wheels

Scrap Metal and Appliances

Animal Carcass

Mobile Homes, Trailers, Boats, Watercraft

# Materials accepted – Hazardous and Recyclables

All of the Hazardous or recyclables on this list are redirected offsite.

## Recyclables

- Cardboard, glass, plastic, aluminum

## Batteries

Paints, pesticides, solvents, cleaning products

Motor oil and filters

Cathode Ray Tubes

Carpet and Carpet Pads

Poison Liquids, aerosols, antifreeze, flammable

Non Paint Care Products

Fluorescent tubes

Ballasts

Mattresses

# Beneficial Uses

**Any material that can be recycled reduces what goes in the landfills.**

Wood chips

- We provide wood chips for beneficial use around the county.
- Mono County developed a biomass boiler that uses wood waste to produce heat at the Bridgeport Shop, reducing the amount of non-renewable energy consumed.
- There is a 3.5-Megawatt Bioenergy facility being planned in proximity to Ormat

Inert concrete (after being crushed), Asphalt and Gravel can be reused for various construction materials, such as base or utility shading.

Metal products such as Vehicles and Appliances are processed

- Freon is captured for reuse
- Metal is taken to collection locations for recycling

Mattresses and Carpet are collected for recycling

Electronics are collected for recycling

# Mono County Solid waste work efforts

## Mono County Solid Waste Workplan

Benton Crossing Cover	weekly when possible
Transfer Stations to collect HHW	quarterly plus
Monitoring at each station	quarterly
Wood Waste Chipping (all except Paradise)	twice annual
Collect wood waste Benton / Chalfant	Quarterly
Paper Bins for recycling (BP and Paradise)	Quarterly
Metal Bin at Benton Transfer	every other month plus
Compacting and Cover at Walker	Quarterly
Haul treated lumber	every other month plus
Collect E waste from IT	Quarterly
Litter control offsite from Pumice	full time
non Pumice Gate attendant time	full time
Pumice Cover	full time
HazMat Handling	full time
Pumice Litter Control	full time
Pumice Wood Waste	full time
Pumice gate attendant time	full time

# Balance of Waste

percent of operations from Mammoth or Mono County Unincorporated											
73%	Mammoth Total				17660						
27%	Mono Total				6575						
percent of operations by location											
		2.9%		3.1%	88%		1.5%	1.1%	3.2%		
		Walker		bridgeport	pumice Valley		Paradise	Benton	Chalfant		
		transfer	landfill	transfer	transfer	landfill	transfer	transfer	transfer		
					mono mammoth	mono mammoth					
24235		250	460	740	660	60	3080	17600	355	260	770
		1.0%	1.9%	3.1%	2.7%	0.2%	12.7%	72.6%	1.5%	1.1%	3.2%
445	recyclables	20		40	280				5	40	60
695	divert to green waste	0		250	0				0	145	300
1955	transferred out of state	230		450	380	60			350	75	410
8370	diverted		290				1380	6700			
12770	buried		170				1700	10,900			

# Present Funding sources

2024 / 2025 Total system overall revenues budgeted – \$1,675,000

Tipping Fees Collected = \$1,500,000

Parcel Fee for operations = \$45,000

This is the amount applied this year to the Monitoring and reporting  
*(Note that the parcel tax collects approximately \$830,000, but the majority of this fee must be held in a restricted account, and a portion of it is distributed back to the Town of Mammoth Lakes. The funds from the parcel fee are used for landfill closures, monitoring including well construction, reporting and repair of facilities. The expense of maintaining and monitoring Closed landfills never ends.)*

Franchise Fees Collected = \$125,000

Miscellaneous = \$5,000



# Present Operational costs by function

**2024 / 2025 Total system overall Expenses = \$3,132,000**

Operations Team (wages and benefits =	\$1,002,000
Miscellaneous IT, software, rent, and building maintenance =	\$47,000
Fleet, Fuel and Equipment Maintenance =	\$253,000
Contract Services = (Gate attendants at Transfer Stations and Hauling MSW to out of State)	\$320,000
Professional and Specialized Services = (reports to keep up with CalRecycle requirements)	\$260,000
Special Department Expenses =	\$370,000
Capital Outlay =	\$320,000
Bond/Loan Principal and interest =	\$362,000
Indirect Costs (internal service fees) =	\$120,000
Insurance =	\$66,000

# Present Operational costs by Location

Total system overall budget – 2024 / 2025

## Transfer stations

Bridgeport	=	\$205,000
Paradise	=	\$120,000
Benton	=	\$123,000
Chalfant	=	\$108,000

## Landfills/Transfer Stations

Walker	=	\$205,000
Pumice Valley	=	\$1,871,000

## Closed Landfill

Benton Crossing	=	\$490,000
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# Present Operational FUNDS versus Cost

Total system overall budget – 2023 / 2024

Transfer stations		Funds (\$1,675,000)	Cost (\$3,120,000)
Bridgeport	=	\$90,000	\$205,000
Paradise	=	\$46,000	\$120,000
Benton	=	\$31,000	\$123,000
Chalfant	=	\$67,000	\$108,000
Landfills/Transfer Stations			
Walker	=	\$71,000	\$205,000
Pumice Valley	=	\$1,355,000	\$1,871,000
Closed Landfill			
Benton Crossing	=	\$15,000	\$490,000

# Plan to bring to balance

- Place Final Cover at Benton Crossing Landfill
- Correctly apply Parcel Fee to Landfill closure funds for Closed landfill costs, Monitoring and Reporting, as well as restricted fund maintenance.
- Balance Parcel Fees with Town of Mammoth Lakes Operations
- Reduce expenses on outside shredding and hauling services.
- Pay off the present loan which costs Landfill \$322,000 annually
- Operate in the Black, carrying no debt (which costs \$40,000 annual interest)
- Reduce indirect costs by having consistent program
- Increase fees proportionate, levying most cost on C&D, especially large concrete or stumps
- Shredder to reduce out hauling costs (tires, wood, etc.)
- Better Manage metals to reduce contractor cost, and Excavator to load metals.
- In house Freon management and retrieval.
- Work to stop taking Mobile homes, Vehicles and other items that require a large amount of resources to process

# Goals - Funding

2024 / 2025 Total system overall revenues budgeted – ~~\$1,675,000~~ **\$2,410,000**

Tipping Fees Collected = ~~\$1,500,000~~ **increase average 25% = \$1,875,000**

Make the increases to CD and tree debris, so it doesn't hit the fixed income people

Parcel Fee for operations = ~~\$45,000~~ **cover more of actual cost - \$360,000**

This is the amount applied this year to the Monitoring and reporting  
*(There will be more funds available after final cover is placed at Benton Crossing.)*

Franchise Fees Collected = ~~\$125,000~~ **\$170,000**

Miscellaneous = \$5,000

# Goals - Operational costs

**Proposed Total system overall Expenses = ~~\$3,132,000~~ \$2,410,000**

Operations Team (wages and benefits = \$1,002,000

Miscellaneous IT, software, rent,  
and building maintenance = \$47,000

Fleet, Fuel and Equipment Maintenance = \$253,000

Contract Services = \$320,000  
(Gate attendants at Transfer Stations and Hauling MSW to out of State)

Professional and Specialized Services = \$260,000  
(reports to keep up with CalRecycle requirements)

Special Department Expenses = \$370,000 = **\$270,000**

**Purchase of New Equipment** \$100,000 annual (plus a GF gift of \$1 million)

~~Capital Outlay =~~ ~~\$320,000~~ = **\$0**

~~Bond/Loan Principal and interest =~~ ~~\$362,000~~ = **\$0**

Indirect Costs (internal service fees) = ~~\$122,000~~ = **\$100,000**

Insurance = \$66,000

# Funds by Location

Total system overall budget – 2023 / 2024

Transfer stations		now (\$1,675,000)	goal (\$2,410,000)
Bridgeport	=	\$90,000	\$143,000
Paradise	=	\$46,000	\$81,000
Benton	=	\$31,000	\$76,000
Chalfant	=	\$67,000	\$112,000
Landfills/Transfer Stations			
Walker	=	\$71,000	\$120,000
Pumice Valley	=	\$1,355,000	\$1,778,000
Closed Landfill			
Benton Crossing	=	\$15,000	\$100,000

# Proposed Operational FUNDS versus Cost

Total system overall budget – 2023 / 2024

Transfer stations		Funds (2,410,000)	Cost (2,410,000)
Bridgeport	=	\$143,000	\$205,000
Paradise	=	\$81,000	\$120,000
Benton	=	\$76,000	\$123,000
Chalfant	=	\$112,000	\$108,000
Landfills/Transfer Stations			
Walker	=	\$120,000	\$205,000
Pumice Valley	=	\$1,778,000	\$1,549,000
Closed Landfill			
Benton Crossing	=	\$100,000	\$100,000



# Program Deficiencies

**This year's funds are not  
balanced**

**Presently the Solid Waste  
Enterprise fund is in the  
negative by \$500,000**

**Equipment needs are not fully  
covered by the above goals by  
about \$600,000**



# Thank you

Paul Roten

proten@mono.ca.gov



<https://monocounty.ca.gov/solid-waste/page/landfills-and-transfer-stations>



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 3, 2024

**Departments: Public Works**

**TIME REQUIRED** 5 minutes

**SUBJECT** Mono County Jail Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Paul Roten, Public Works Director

### AGENDA DESCRIPTION:

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

Mono County Jail update.

### RECOMMENDED ACTION:

None, informational only.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Danielle Patrick

**PHONE/EMAIL:** 760-709-0427 / [proten@mono.ca.gov](mailto:proten@mono.ca.gov)

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

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[Jail Presentation](#)

### History

Time	Who	Approval
11/19/2024 1:14 PM	County Counsel	Yes
11/21/2024 1:10 PM	Finance	Yes
11/21/2024 5:21 PM	County Administrative Office	Yes

# Mono County Jail Update

December 3rd, 2024

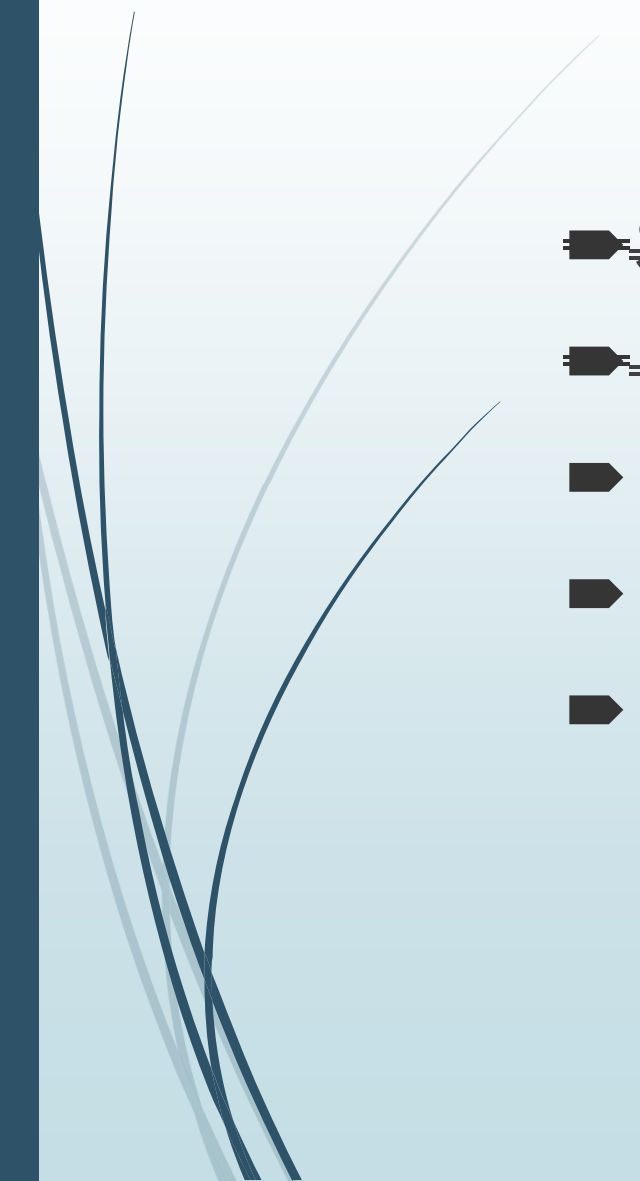


LIONAKIS

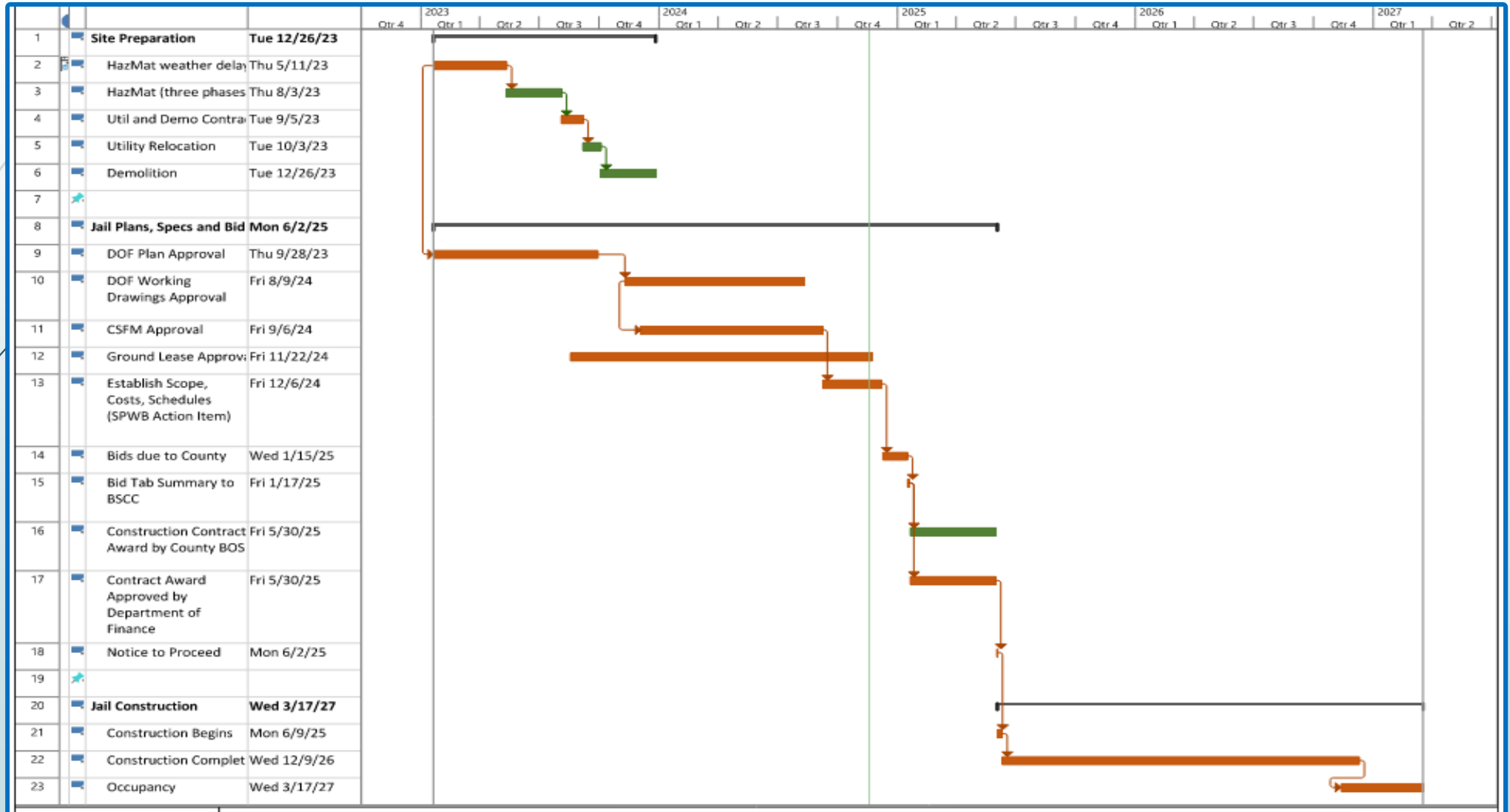




# Mono County Jail Update

- ~~■ Site Preparation (Done)~~
  - ~~■ Design Complete~~
  - Project Schedule
  - Present work tasks
  - Next steps - Challenges
- 

# Mono County Jail Schedule





# Present Work Task Process

## State Agencies Involved in Process:

- ~~■ Office of the State Fire Marshal (Complete)~~
- Board of State and Community Corrections (BSCC) – Helping us through the process
- State Department of General Services (DGS Real Estate Services Branch)
- Department of Finance (DOF) and State Public Works Board (SPWB)



# State Department of General Services – Real Estate Services Branch

- **Department of General Services Lease Agreement under review with the DGS and BSCC as well as County Counsel**
- Board action to adopt above resolution once approved.
- The documents are presently under review, and we expect to be bringing those forward for signature in early December.





# Department of Finance (DOF)

- **Match fund assurances resolution under review with County Counsel, Department of Finance and BSCC**
- We have worked with the BSCC to verify that funds will be available.
- Board item to adopt above resolution
  - This will be done after we receive bids and know exactly the amount to be approved.

# Funding Commitment

	R22-21 (3-1-2022)	R22-124 (11-8-2022)	Anticipated (March 2025)	Anticipated Funding Gap
Total Project Cost	\$31,717,355	\$33,708,998	\$40,504,344	\$6,795,346
SB 844	\$25,000,000	\$25,000,000	\$25,000,000	--
Local Match	\$6,717,355	\$9,508,998	\$15,828,344	\$6,795,346
	<b>\$31,717,355</b>	<b>\$33,708,998</b>	<b>\$40,504,344</b>	<b>\$6,795,346</b>



# Bid Award Process

- **Finalize Bid Package**
- **Working with County Counsel and BSCC on Award Board Resolution language**
- Board action requesting Authorization to bid – expected Early December, immediately after ground lease signatures.
- Bid Process
- Board action accepting the above Resolution for Authorization to Award with Signatory authority
- BSCC and DOF Authorization to AWARD (now estimated at 90 days)
- Issuance of Notice to Proceed
- Construction begins - Likely in May or June of 2025



Questions?



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

 Print

**MEETING DATE** December 3, 2024

**TIME REQUIRED**

**SUBJECT** Closed Session - Anticipated  
Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:**

**PHONE/EMAIL:** /

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

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No Attachments Available

### History

Time	Who	Approval
11/19/2024 1:01 PM	County Counsel	Yes
11/18/2024 10:49 AM	Finance	Yes
11/21/2024 5:14 PM	County Administrative Office	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 3, 2024

**TIME REQUIRED**

**SUBJECT** Closed Session - Labor Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

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

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:**

**PHONE/EMAIL:** /

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

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### History

Time	Who	Approval
11/19/2024 1:00 PM	County Counsel	Yes
11/6/2024 9:27 AM	Finance	Yes
11/21/2024 5:13 PM	County Administrative Office	Yes



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OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

 Print

**MEETING DATE** December 3, 2024

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employee  
Evaluation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

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

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

☐ YES ☒ NO

### ATTACHMENTS:

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No Attachments Available

### History

Time	Who	Approval
11/19/2024 1:00 PM	County Counsel	Yes
5/17/2024 1:11 PM	Finance	Yes
11/21/2024 5:13 PM	County Administrative Office	Yes